

hit  
128547 5/27/93

# **REMEDIAL CONSTRUCTION WORK PLAN**

## **VOLUME II**

**APPENDIX A - ACCESS AGREEMENTS**  
**APPENDIX B - HEALTH AND SAFETY PLAN**

**Summit National Superfund Site**  
**Deerfield Township of Portage County, Ohio**

**PRINTED ON**

**MAY 27 1993**

# **REMEDIAL CONSTRUCTION WORK PLAN**

## **VOLUME II**

**APPENDIX A     -     ACCESS AGREEMENTS**  
**APPENDIX B     -     HEALTH AND SAFETY PLAN**

**Summit National Superfund Site**  
**Deerfield Township of Portage County, Ohio**

**MAY 1993**

**REF. NO. 2372 (52)**

**This report is printed on recycled paper.**

**CONESTOGA-ROVERS & ASSOCIATES**

A

**APPENDIX A**

**ACCESS AGREEMENTS**

## ACCESS EASEMENT

THIS ACCESS EASEMENT is made and entered into this 25<sup>th</sup> day of September, 1991, by and between Alvin M. and Glenna M. Watson (hereinafter called "Grantor"), and the Summit National Facility Trust Fund (hereinafter called "Grantee").

### WITNESSETH:

WHEREAS, Grantee has obtained access rights to certain real property located in Deerfield Township, Portage County, Ohio known as the Summit National Facility and legally described on Exhibit A attached hereto (the "Site"); and

WHEREAS, pursuant to the terms and conditions of a certain Consent Decree entered on June 11, 1991 with the United States District Court for the Northern District of Ohio in United States of America v. Vasi and State of Ohio v. Georgeoff, Civil Action No. C81-1961 (the "Consent Decree"), the Settling Defendants (as defined in the Consent Decree) agreed to undertake certain remedial response actions at the Site; and

WHEREAS, Grantor is the owner of certain real property contiguous to the Site outlined in yellow on Exhibit B attached hereto and legally described on Exhibit C attached hereto (the "Property"); and

WHEREAS, Grantor will benefit from the remedial response actions to be undertaken at the Site on behalf of the Settling Defendants and therefore desires to grant Grantee an easement in the Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the following grants, agreements, covenants and restrictions are made:

1. Grant of Easement. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants to Grantee, the Settling Defendants, the Ohio Environmental Protection Agency, the United States of America, including the United States Environmental Protection Agency, and the successors, agents, employees and contractors of each of the foregoing, an easement in, through, over, under, upon and across the Property for the purposes of uninterrupted access at all times to the Property for effectuating, conducting and overseeing any and all maintenance activities or response actions required pursuant to the aforementioned Consent Decree, including remedial design or remedial action work described in the Scope of Work attached thereto, and for purposes of determining compliance with any provisions of such Consent Decree and any attachments thereto. Without limitation, the Grantor agrees that all of the aforementioned persons may enter upon and shall have access to the Property for the purpose of conducting activities related to the Consent Decree and Statement of Work, including, but not limited to:

a. Monitoring the work or any other activities taking place at the Site or on the Property pursuant to the Consent Decree or any attachments thereto, including work performed by or on behalf of Settling Defendants;

b. Verifying any data or information submitted to the United States or the State of Ohio pursuant to the Consent Decree or any attachments thereto, including information submitted by other Settling Defendants;

c. Conducting investigations relating to contamination at or near the Site;

d. Conducting environmental tests and studies, including, without limitation, drilling test wells, monitoring wells and taking core samples;

e. Obtaining samples;

f. Assessing the need for, planning, or implementing additional response actions at or near the Site;

g. Removing the residence located on the western boundary of the Property and debris therefrom;

h. Excavating certain surface soils;

i. Implementing any other remedial action necessary or desirable under the terms of the Consent Decree

j. Assessing Settling Defendants' compliance with the terms and provisions of the Consent Decree.

2. **Property Damage.** With the exception of the removal of the house (and improvements attached thereto) from the Property, any and all other physical damage to improvements or other property of Grantor caused by Grantee, its employees, agents, contractors, licensees and invitees shall be repaired at the sole expense of Grantee, its successors and assigns.

3. **Indemnity.** Grantee, by its execution hereof, covenants and agrees to save and keep harmless and indemnify Grantor from and against any and all liabilities, losses, damages, demands, costs and expenses arising out of or in connection with any accident, injury, damage, or death, which arises directly out of the use of the Property by Grantee, its successors and assigns, or anyone claiming a right to use the Property by or through Grantee.

4. **Duration of Easement.** This easement granted hereby shall continue in full force and effect until the earlier of (a) six (6) months after the final completion of all remedial actions required to be undertaken pursuant to the Consent Decree, as amended from time to time, or any subsequent order or ruling affecting the remedial actions undertaken by the Settling Defendants at the Site, or (b) Grantee delivers to Grantor a written release of the easement granted hereunder.

5. **Effect of Easement.** All covenants herein contained shall run with the land and shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

6. **Recording.** This Access Easement shall be executed in recordable form and either party shall have the right to record, at its expense, this Access Easement with the Recorder of Portage County, Ohio.

7. **Modification.** Any modification of this Access Easement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

8. **Entire Agreement.** This Access Easement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Access Easement shall not be binding upon either party except to the extent specifically incorporated into this Access Easement.

9. **Governing Law.** It is agreed that this Access Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Access Easement to be executed on the day and year first written above.

Signed and acknowledged  
in the presence of:

David W. Watson  
(As to both)

Martin D. Carrigan  
(As to both)

GRANTOR:

Alvin M. Watson  
Alvin M. Watson

Glenna M. Watson  
Glenna M. Watson

Signed and acknowledged  
in the presence of:

Gary W. Gifford  
(As to Gary W. Gifford)

Patrick S. Steerman  
(As to Patrick S. Steerman)

GRANTEE:

SUMMIT NATIONAL FACILITY TRUST  
FUND

By: Gary W. Gifford  
Trustee - Gary W. Gifford

By: Patrick S. Steerman  
Trustee - Patrick S. Steerman

STATE OF OHIO )  
 ) SS:  
COUNTY OF PORTAGE )

BEFORE ME, a Notary Public in and for said County, personally appeared Alvin M. Watson and Glenna M. Watson, who acknowledged that they did sign said instrument and that said instrument is their voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal as of this 25th day of September 1991.

11337  
RECEIVED FOR RECORD  
Oct 9 1991  
At 10:08 O'clock am  
Recorded Oct 10, 1991  
In Portage County Records  
Of Portage  
Vol. 1116 Page 456-463  
HELEN M. FREDERICK  
PORTAGE COUNTY RECORDER

Martin D. Carrigan  
Notary Public

MARTIN D. CARRIGAN  
ATTORNEY-AT-LAW  
NOTARY PUBLIC - STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE

INDEXED

see  
baller f  
mrs

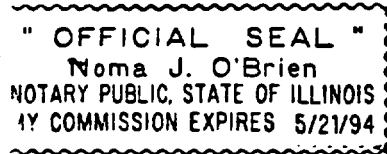
Vol 1116 Page 459



STATE OF ILLINOIS )  
COUNTY OF Cook ) SS:

BEFORE ME, a Notary Public in and for said County, personally appeared Gary W. Gifford, Trustee of the Summit National Facility Trust Fund, who acknowledged that he did sign said instrument as such Trustee of said Trust on behalf of said Trust; and that said instrument is the voluntary act and deed of said Gary W. Gifford as such Trustee, and the voluntary act and deed of said Trust for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal as of this 7th day of October 1991.



Noma J. O'Brien  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS:

BEFORE ME, a Notary Public in and for said County, personally appeared Patrick S. Steerman, Trustee of the Summit National Facility Trust Fund, who acknowledged that he did sign said instrument as such Trustee of said Trust on behalf of said Trust; and that said instrument is the voluntary act and deed of said Patrick S. Steerman as such Trustee, and the voluntary act and deed of said Trust for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal as of this 7th day of October 1991.

Noma J. O'Brien  
Notary Public

This Instrument Prepared By:  
David R. Bainbridge, Esq.  
Fuller & Henry  
One SeaGate, 17th Floor  
P. O. Box 2088  
Toledo, Ohio 43603-2088  
**After recording, please return  
to above.**

summit-watson.esc: 8/12/91

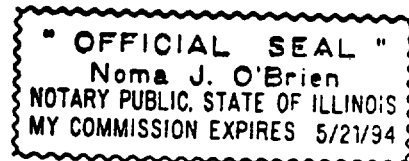


EXHIBIT A

METES AND BOUNDS OF VASI PROPERTY

Known as being part of Lot #56 in Deerfield Township and bounded and described as follows: Beginning at the northwest corner of Lot #56; thence S. 89 deg. 25' East along the north line of said lot #56, a distance of 811.85 feet, and along the center line of U.S. 224; thence south 0 deg. 52" West 600 feet to an iron pipe and passing over an iron pipe set at 30 feet at the side of the highway; thence N. 89 deg. 25' West 811.85 feet to the west line of Lot #56, and the center line of S.R. 225, and passing over an iron pipe set at 30 feet at the side of highway; thence N 52' East along the west line of said Lot 56, 600 feet to the place of beginning and containing 11.18 acres of land, more or less.

LOT 55

SH87 USR224 AKRON-CANFIELD

599.06

119.1

1.65

TOWNSHIP

TOWNSHIP

EXHIBIT B

S.R. 225

600.00

400.00

430

811.85

-4.1-

11 18

-006

JOHN VASI

6/26/79 968/291

811.85

1653.20

600.00

#1

-005

(R.R)

Alvin J. & Gloria M. Watson  
6/22/66 793/339

8.25

599.06

600.00

119.

#1.2

K.M. or R.A. RINGEN

-4.2-

(P424)  
-007

EARL & MARGUERITE RICHMOND

1512

6-18-70 854/276

1650.56  
1650.56

**EXHIBIT C**

Situated in the Township of Deerfield, County of Portage and State of Ohio, and known as and being a part of Lot No. 56 in said Township described as follows:

Beginning at a point on the North line of Lot No. 56, 811.85 feet South 89° 25' East from an iron bolt at the Northwest corner of said lot; thence South 89° 25' East 599.06 feet along lot line and center line of Highway to a point; thence South 0° 52' West 600 feet to an iron pipe and passing over an iron pipe set 30 feet at side of Highway; thence North 89° 25' West 599.06 feet to an iron pipe; thence North 0° 52' East 600 feet to the place of beginning and passing over an iron pipe set 30 feet at side of Highway and containing 8.251 acres of land, as surveyed May, 1966, by Terrence R. Hohnhorst, Registered Surveyor No. 5065.

## **ACCESS EASEMENT**

**THIS ACCESS EASEMENT** is made and entered into this 22nd day of August, 1991, by and between Earl Richmond and Marguerite Richmond of 3764 Kibler Toot Road, Warren, Ohio 44481 (hereinafter called "Grantor"), and the Summit National Facility Trust Fund (hereinafter called "Grantee").

### **W I T N E S S E T H:**

**WHEREAS**, Grantee has obtained access rights to certain real property located in Deerfield Township, Portage County, Ohio known as the Summit National Facility and legally described on Exhibit A attached hereto (the "Site"); and

**WHEREAS**, pursuant to the terms and conditions of a certain Consent Decree entered on June 11, 1991 with the United States District Court for the Northern District of Ohio in United States of America v. Vasi and State of Ohio v. Georgeoff, Civil Action No. C81-1961 (the "Consent Decree"), the Settling Defendants (as defined in the Consent Decree) agreed to undertake certain remedial response actions at the Site; and

**WHEREAS**, Grantor is the owner of certain real property contiguous to the Site outlined in yellow on Exhibit B attached hereto and legally described on Exhibit C attached hereto (the "Property"); and

**WHEREAS**, Grantor will benefit from the remedial response actions to be undertaken at the Site on behalf of the Settling Defendants and therefore desires to grant Grantee an easement in the Property upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the following grants, agreements, covenants and restrictions are made:

1. **Grant of Easement.** For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants to Grantee, the Settling Defendants, the Ohio Environmental Protection Agency, the United States of America, including the United States Environmental Protection Agency, and the successors, agents, employees and contractors of each of the foregoing, an easement in, through, over, under, upon and across the Property for the purposes of uninterrupted access at all times to the Property for effectuating, conducting and overseeing any and all maintenance activities or response actions required pursuant to the aforementioned Consent Decree, including remedial design or remedial action work described in the Scope of Work attached thereto, and for purposes of determining compliance with any provisions of such Consent Decree and any attachments thereto. Without limitation, the Grantor agrees that all of the aforementioned persons may enter upon and shall have access to the Property for the purpose of conducting activities related to the Consent Decree and Statement of Work, including, but not limited to:

a. Monitoring the work or any other activities taking place at the Site or on the Property pursuant to the Consent Decree or any attachments thereto, including work performed by or on behalf of Settling Defendants;

b. Verifying any data or information submitted to the United States or the State of Ohio pursuant to the Consent Decree or any attachments thereto, including information submitted by other Settling Defendants;

c. Conducting investigations relating to contamination at or near the Site;

d. Conducting environmental tests and studies, including, without limitation, drilling test wells, monitoring wells and taking core samples;

e. Obtaining samples;

f. Assessing the need for, planning, or implementing additional response actions at or near the Site;

g. Removing the sediment from the base of the ditch and stream bed as shown on Exhibit D attached hereto;

h. Excavating certain surface soils;

i. Implementing any other remedial action necessary or desirable under the terms of the Consent Decree; or

j. Assessing Settling Defendants' compliance with the terms and provisions of the Consent Decree.

2. **Property Damage.** Any and all other physical damage to improvements or other property of Grantor caused directly by Grantee, its employees, agents, contractors, licensees and invitees shall be repaired at the sole expense of Grantee, its successors and assigns.

3. **Indemnity.** Grantee, by its execution hereof, covenants and agrees to save and keep harmless and indemnify Grantor from and against any and all liabilities, losses, damages, demands, costs and expenses arising out of or in connection with any accident, injury, damage, or death, which arises directly out of the use of the Property by Grantee, its successors and assigns, or anyone claiming a right to use the Property by or through Grantee.

4. **Duration of Easement.** This easement granted hereby shall continue in full force and effect until the earlier of (a) six (6) months after the final completion of all remedial actions required to be undertaken pursuant to the Consent Decree, as amended from time to time, or any subsequent order or ruling affecting the remedial actions undertaken by the Settling Defendants at the Site, or (b) Grantee delivers to Grantor a written release of the easement granted hereunder.

5. **Effect of Easement.** All covenants herein contained shall run with the land and shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

6. **Recording.** This Access Easement shall be executed in recordable form and either party shall have the right to record, at its expense, this Access Easement with the Recorder of Portage County, Ohio.

7. **Modification.** Any modification of this Access Easement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

8. **Entire Agreement.** This Access Easement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Access Easement shall not be binding upon either party except to the extent specifically incorporated into this Access Easement.

9. **Governing Law.** It is agreed that this Access Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

**JOYCE A. CALVERT**  
Notary Public State of Ohio  
My Commission Expires May 28, 2006



STATE OF OHIO                    )  
  ) SS:  
COUNTY OF SUMMIT            )

BEFORE ME, a Notary Public in and for said County, personally appeared Gary W. Gifford, Trustee of the Summit National Facility Trust Fund, who acknowledged that he did sign said instrument as such Trustee of said Trust on behalf of said Trust; and that said instrument is the voluntary act and deed of said Gary W. Gifford as such Trustee, and the voluntary act and deed of said Trust for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal as of this 4th day of August 1991.

*Linda A. Fleming*  
\_\_\_\_\_  
Notary Public

LINDA A. FLEMING, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Texas  
My Commission Expires March 1992

STATE OF TEXAS                    )  
  ) SS:  
COUNTY OF HARRIS            )

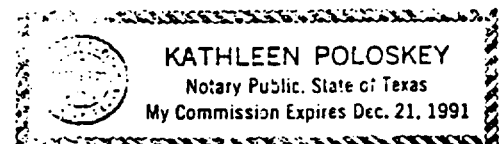
BEFORE ME, a Notary Public in and for said County, personally appeared Patrick S. Steerman, Trustee of the Summit National Facility Trust Fund, who acknowledged that he did sign said instrument as such Trustee of said Trust on behalf of said Trust; and that said instrument is the voluntary act and deed of said Patrick S. Steerman as such Trustee, and the voluntary act and deed of said Trust for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal as of this 3rd day of August 1991. *September 1991*

*Kathleen M. Poloskey*  
\_\_\_\_\_  
Notary Public

This Instrument Prepared By:  
David R. Bainbridge, Esq.  
Fuller & Henry  
One SeaGate, 17th Floor  
P. O. Box 2088  
Toledo, Ohio 43603-2088

*After recording, please return  
to above.*



summit:richmond.cas:8/21/91

EXHIBIT A

METES AND BOUNDS OF VASI PROPERTY

Known as being part of Lot #56 in Deerfield Township and bounded and described as follows: Beginning at the northwest corner of Lot #56; thence S. 89 deg. 25' East along the north line of said lot #56, a distance of 811.85 feet, and along the center line of U.S. 224; thence south 0 deg. 52" West 600 feet to an iron pipe and passing over an iron pipe set at 30 feet at the side of the highway; thence N. 89 deg. 25' West 811.85 feet to the west line of Lot #56, and the center line of S.R. 225, and passing over an iron pipe set at 30 feet at the side of highway; thence N 52' East along the west line of said Lot 56, 600 feet to the place beginning and containing 11.18 acres of land, more or less.

LOT 55

SH87 USR224 AKRON-CANFIELD ROAD 66'RW

N 13096  
E 81168

EXHIBIT B

TOWNSHIP

TOWNSHIP

-4.1-

JOHN VASI  
6/26/79 YCE/291

11 18

-4.2-

EARL & MARGUERITE RICHMOND  
15 17

C-18-70 854/276

#1  
-005 (RRI)  
ALVIN M. & GILBERT M. WATSON  
6/22/66 793/339  
8. 25

#1.2  
-004  
K.M. & R.A. RINGEN  
8-11-89  
1. 65

#1.3  
-003  
HARRY E. & GOLDIE ADAMS  
12-10-71 880/332  
1. 64

(P424)

(P424)  
-007

-4-

-2--00-

55

**EXHIBIT C**

**LEGAL DESCRIPTION**

Located in Lot 56, Deerfield Township, Portage County, Ohio, and being further described as follows:

Beginning at an iron spike at the S. W. corner of Lot 56 on the centerline of S.R. 225 (Alliance-Yale Road) at Station 107 + 76.10 on the latest Ohio Dept. of Highways Plans:

Thence North, a distance of 1688.80 feet along said centerline, which is also the west line of Lot 56 and the west line of Deerfield Township, to an iron spike which is the true place of beginning;

Thence continuing North, a distance of 400.00 feet along said centerline to an iron spike at the S.W. corner of a parcel owned by the Ohio and Penn. Fuels, Inc;

Thence N 89° 57' E, a distance of 1653.20 feet along the south line of said parcel mentioned above as well as the south line of A & G Watson and the A & B Land Development Co lands to an iron pipe found on the west line of T & I Hohnhorst, 704/301;

Thence S 0° 22' 40" W, a distance of 400.00 feet along said west line to an iron pipe;

Thence S 89° 57' W, a distance of 1650.56 feet to an iron spike on the centerline of S.R. 225 which is the true place of beginning and containing 15.168 Acres as surveyed by Terrence R. Hohnhorst, Registered Surveyor, Number 5065 in May of 1970.

Being a part of the premises found in Vol. 365 at page 481 of the Portage County Records.

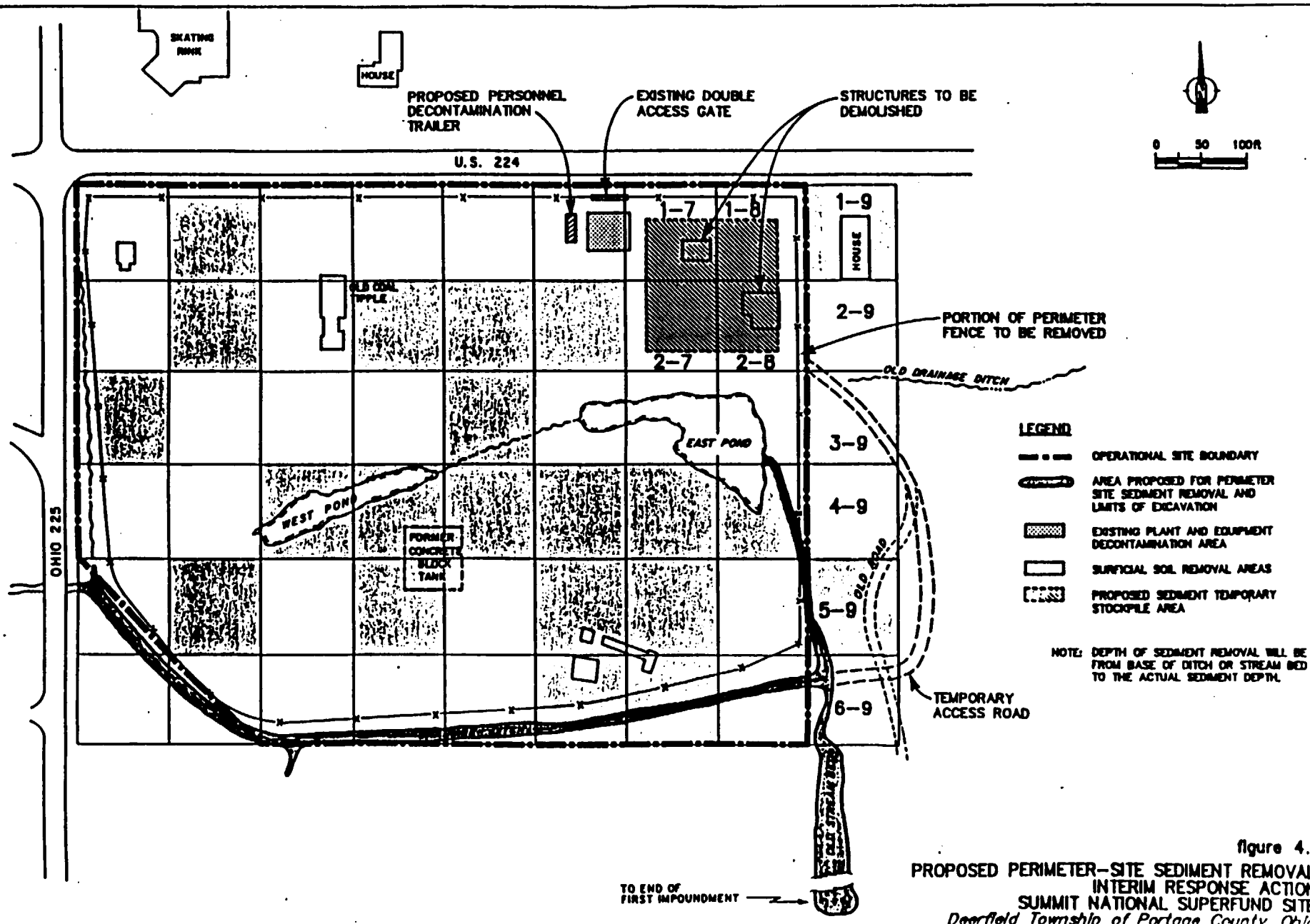


figure 4.1

PROPOSED PERIMETER-SITE SEDIMENT REMOVAL  
INTERIM RESPONSE ACTION  
SUMMIT NATIONAL SUPERFUND SITE  
Deerfield Township of Portage County, Ohio

## **ACCESS EASEMENT**

**THIS ACCESS EASEMENT** is made and entered into this 22 day of Nov. 1991, by and between Ruth Ellsworth of 14901 German Ch. Road North, Atwater, Ohio 44201 (hereinafter called "Grantor"), and the Summit National Facility Trust Fund (hereinafter called "Grantee").

### **WITNESSETH:**

**WHEREAS**, Grantee has obtained access rights to certain real property located in Deerfield Township, Portage County, Ohio known as the Summit National Facility and legally described on Exhibit A attached hereto (the "Site"); and

**WHEREAS**, pursuant to the terms and conditions of a certain Consent Decree entered on June 11, 1991 with the United States District Court for the Northern District of Ohio in United States of America v. Vasi and State of Ohio v. Georgeoff, Civil Action No. C81-1961 (the "Consent Decree"), the Settling Defendants (as defined in the Consent Decree) agreed to undertake certain remedial response actions at and around the Site; and

**WHEREAS**, Grantor is the owner of certain real property located near the Site and outlined in yellow on Exhibit B attached hereto and legally described on Exhibit C attached hereto (the "Property"); and

**WHEREAS**, Grantor will benefit from the remedial response actions to be undertaken at the Site on behalf of the Settling Defendants and therefore desires to grant Grantee an easement in the Property upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the following grants, agreements, covenants and restrictions are made:

1. **Grant of Easement.** For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants to Grantee, the Settling Defendants, the Ohio Environmental Protection Agency, the United States of America, including the United States Environmental Protection Agency, and the successors, agents, employees and contractors of each of the foregoing, an easement in, through, over, under, upon and across the Property for the purposes of uninterrupted access at all times to the Property for effectuating, conducting and overseeing any and all maintenance activities or response actions required pursuant to the aforementioned Consent Decree, including remedial design or remedial action work described in the Scope of Work attached thereto, and for purposes of determining compliance with any provisions of such Consent Decree and any attachments thereto. Without limitation, the Grantor agrees that all of the aforementioned persons may enter upon and shall have access to the Property for the purpose of conducting activities related to the Consent Decree and Statement of Work, including, but not limited to:

a. Monitoring the work or any other activities taking place at the Site or on the Property pursuant to the Consent Decree or any attachments thereto, including work performed by or on behalf of Settling Defendants;

b. Verifying any data or information submitted to the United States or the State of Ohio pursuant to the Consent Decree or any attachments thereto, including information submitted by other Settling Defendants;

c. Conducting investigations relating to contamination at or near the Site;

d. Conducting environmental tests and studies, including, without limitation, drilling test wells, monitoring wells and taking core samples;

e. Obtaining samples;

f. Assessing the need for, planning, or implementing additional response actions at or near the Site;

g. Implementing any other remedial action necessary or desirable under the terms of the Consent Decree; and

h. Assessing Settling Defendants' compliance with the terms and provisions of the Consent Decree.

2. **Property Damage.** Any and all physical damage to improvements or other property of Grantor caused directly by Grantee, its employees, agents, contractors, licensees and invitees shall be repaired at the sole expense of Grantee, its successors and assigns.

3. **Indemnity.** Grantee, by its execution hereof, covenants and agrees to save and keep harmless and indemnify Grantor from and against any and all liabilities, losses, damages, demands, costs and expenses arising out of or in connection with any accident, injury, damage, or death, which arise directly out of the use of the Property by Grantee, its successors and assigns, or anyone claiming a right to use the Property by or through Grantee.

4. **Duration of Easement.** This easement granted hereby shall continue in full force and effect until the earlier of (a) six (6) months after the final completion of all remedial actions required to be undertaken pursuant to the Consent Decree, as amended from time to time, or any subsequent order or ruling affecting the remedial actions undertaken by the Settling Defendants at the Site, or (b) Grantee delivers to Grantor a written release of the easement granted hereunder.

5. Effect of Easement. All covenants herein contained shall run with the land and shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

6. Recording. This Access Easement shall be executed in recordable form and either party shall have the right to record, at its expense, this Access Easement with the Recorder of Portage County, Ohio.

7. Modification. Any modification of this Access Easement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

8. Entire Agreement. This Access Easement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Access Easement shall not be binding upon either party except to the extent specifically incorporated into this Access Easement.

9. Governing Law. It is agreed that this Access Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Access Easement to be executed on the day and year first written above.

Signed and acknowledged  
in the presence of:

GRANTOR:

Virginia A. Mulholland  
Shirley M. Jones

Ruth Ellsworth ✓  
Ruth Ellsworth

Signed and acknowledged  
in the presence of:

GRANTEE:

SUMMIT NATIONAL FACILITY TRUST  
FUND ✓

Robert M. Hildner  
Gary R. Gifford  
As to Gifford

By: Gary W. Gifford ✓  
Gary W. Gifford, Trustee

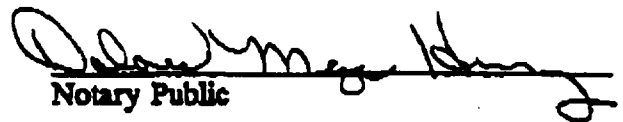




STATE OF TEXAS       )  
                              ) SS:  
COUNTY OF HARRIS    )

BEFORE ME, a Notary Public in and for said County, personally appeared Patrick S. Steerman, Trustee of the Summit National Facility Trust Fund, who acknowledged that he did sign said instrument as such Trustee of said Trust on behalf of said Trust; and that said instrument is the voluntary act and deed of said Patrick S. Steerman as such Trustee, and the voluntary act and deed of said Trust for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal as of this 10th day of January 1994 1992

  
Notary Public

This Instrument Prepared By:  
David R. Bainbridge, Esq.  
Fuller & Henry  
One SeaGate, 17th Floor  
P. O. Box 2088  
Toledo, Ohio 43603-2088  
*After recording, please return  
to above.*

renewal: Elsworth, Inc. 10/15/91

EXHIBIT A

## METES AND BOUNDS OF VASI PROPERTY

Known as being part of Lot #56 in Deerfield Township and bounded and described as follows: Beginning at the northwest corner of Lot #56; thence S. 89 deg. 25' East along the north line of said lot #56, a distance of 811.85 feet, and along the center line of U.S. 224; thence south 0 deg. 52" West 600 feet to an iron pipe and passing over an iron pipe set at 30 feet at the side of the highway; thence N. 89 deg. 25' West 811.85 feet to the west line of Lot #56, and the center line of S.R. 225, and passing over an iron pipe set at 30 feet at the side of highway; thence N 52' East along the west line of said Lot 56, 600 feet to the place beginning and containing 11.18 acres of land, more or less.

881/220

**EXHIBIT B**

**DEERFIELD**

201  
Rum Easmar  
11-13-68 22/25  
4.59

15

**14928 MISS**

**SH 07 USA 224**

**166**

**D ROAD 66' 11"**  
**W.D. - 17.55**

**204**

BROWNING-FERRIS  
INDUSTRIES OF CANADA,  
INC.  
4571 1107/504

**TOWNSHIP**

-4-1-

100-  
TOMI VASI

11 18

6/26/79 428/291

11

Alvin M. Givens M. Horton  
6/22/66 7559/555

8.25

1.45

K.M. or R.A. ZINGEN  
5-11-89

1. 55

#1, B  
HARRY E. & GOLDIE ADAMS  
12-10-74 889/332

42

W 1. B  
HARRY  
12-10-7

- 42 -

(b)(7)(C)  
-007

Enviado a ...

**EXHIBIT C**

**LEGAL DESCRIPTION**

Situated in the Township of Deerfield, County of Portage and State of Ohio:

And known as being a part of Lot No. 55 in said Township:

Beginning at the southwest corner of Lot 55, at the intersection of the centerline of U. S. Route 224 (Akron-Canfield Road) and the centerline of S. R. 225 (Alliance-Yale Road) which is also the true place of beginning;

Thence N. 0° 03' E., a distance of 370.00 feet along the west line of Lot 55, and the west line of Deerfield Township to a railroad spike;

Thence East, a distance of 540.00 feet to an iron pipe passing over an iron pipe at 30.00 feet;

Thence S. 0° 03' W., a distance of 370.00 feet to the centerline of U. S. Rt. 224 and the south line of Lot 55, passing over an iron pipe at 30.00 feet from said centerline;

Thence West, a distance of 540.00 feet along the centerline of U. S. Rt. 224 to the true place of beginning and containing 4.567 acres of land as surveyed by Terrence R. Hohnhorst, Registered Surveyor No. 5065.

Vol. 1120 pg. 115

15564

RECEIVED FOR RECORD

*Jan 13 1992*  
1536  
Recorded *Jan 14 1992*

In Portage County Records

Vol. *1120* Page *108-115*

HELEN M. FREDERICK  
PORTAGE COUNTY RECORDER

Per *220*

INDEXED

## **ACCESS EASEMENT**

**THIS ACCESS EASEMENT** is made and entered into this 18<sup>th</sup> day of Nov, 1992, by and between **Browning-Ferris Industries of Ohio, Inc.**, a Delaware Corporation (hereinafter called "Grantor"), and the **Summit National Facility Trust Fund** (hereinafter called "Grantee").

### **WITNESSETH:**

**WHEREAS**, Grantee has obtained access rights to certain real property located in Deerfield Township, Portage County, Ohio known as the Summit National Facility and legally described on Exhibit A attached hereto (the "Site"); and

**WHEREAS**, pursuant to the terms and conditions of a certain Consent Decree entered on June 11, 1991 with the United States District Court for the Northern District of Ohio in United States of America v. Vasi and State of Ohio v. Georgeoff, Civil Action No. C81-1961 (the "Consent Decree"), the Settling Defendants (as defined in the Consent Decree) agreed to undertake certain remedial response actions at and around the Site; and

**WHEREAS**, Grantor is the owner of certain real property located near the Site and outlined in yellow on Exhibit B attached hereto and legally described on Exhibit C attached hereto (the "Property"); and

**WHEREAS**, Grantor will benefit from the remedial response actions to be undertaken at the Site on behalf of the Settling Defendants and therefore desires to grant Grantee an easement in the Property upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the following grants, agreements, covenants and restrictions are made:

1. **Grant of Easement.** For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants to Grantee, the Settling Defendants, the Ohio Environmental Protection Agency, the United States of America, including the United States Environmental Protection Agency, and the successors, agents, employees and contractors of each of the foregoing, an easement in, through, over, under, upon and across the Property for the purposes of uninterrupted access at all times to the Property for effectuating, conducting and overseeing any and all maintenance activities or response actions required pursuant to the aforementioned Consent Decree, including remedial design or remedial action work described in the Scope of Work attached thereto, and for purposes of determining compliance with any provisions of such Consent Decree and any attachments thereto. Without limitation, the Grantor agrees that all of the aforementioned persons may enter upon and shall have access to the Property for the purpose of conducting activities related to the Consent Decree and Statement of Work, including, but not limited to:

a. Monitoring the work or any other activities taking place at the Site or on the Property pursuant to the Consent Decree or any attachments thereto, including work performed by or on behalf of Settling Defendants;

b. Verifying any data or information submitted to the United States or the State of Ohio pursuant to the Consent Decree or any attachments thereto, including information submitted by other Settling Defendants;

- c. Conducting investigations relating to contamination at or near the Site;
- d. Conducting environmental tests and studies, including, without limitation, drilling test wells, monitoring wells and taking core samples;
- e. Obtaining samples;
- f. Assessing the need for, planning, or implementing additional response actions at or near the Site;
- g. Implementing any other remedial action necessary or desirable under the terms of the Consent Decree; and
- h. Assessing Settling Defendants' compliance with the terms and provisions of the Consent Decree.

2. **Property Damage.** Any and all physical damage to improvements or other property of Grantor caused directly by Grantee, its employees, agents, contractors, licensees and invitees shall be repaired at the sole expense of Grantee, its successors and assigns.

3. **Indemnity.** Grantee, by its execution hereof, covenants and agrees to save and keep harmless and indemnify Grantor from and against any and all liabilities, losses, damages, demands, costs and expenses arising out of or in connection with any accident, injury, damage, or death, which arise directly out of the use of the Property by Grantee, its successors and assigns, or anyone claiming a right to use the Property by or through Grantee.

4. **Duration of Easement.** This easement granted hereby shall continue in full force and effect until the earlier of (a) six (6) months after the final completion of all remedial actions required to be undertaken pursuant to the Consent Decree, as amended from time to time, or any subsequent order or ruling affecting the remedial actions undertaken by the Settling Defendants at the Site, or (b) Grantee delivers to Grantor a written release of the easement granted hereunder.

5. **Effect of Easement.** All covenants herein contained shall run with the land and shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

6. **Recording.** This Access Easement shall be executed in recordable form and either party shall have the right to record, at its expense, this Access Easement with the Recorder of Portage County, Ohio.

7. **Modification.** Any modification of this Access Easement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

8. **Entire Agreement.** This Access Easement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Access Easement shall not be binding upon either party except to the extent specifically incorporated into this Access Easement.

9. **Governing Law.** It is agreed that this Access Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Access Easement to be executed on the day and year first written above.

Signed and acknowledged  
in the presence of:

Norma L. Hargrave  
Jerome Brumert

Signed and acknowledged  
in the presence of:

James C. Peshina  
Norma J. Crawley  
As to Gifford  
Prof. Z. Libbert  
Delia D. Siegler  
As to Walanski

GRANTOR:

BROWNING-FERRIS INDUSTRIES OF  
OHIO, INC., a Delaware corporation ✓

By: Michael Heher  
Michael Heher, Vice President

GRANTEE:

SUMMIT NATIONAL FACILITY TRUST  
FUND ✓

By: Gary W. Gifford  
Gary W. Gifford, Trustee ✓

By: Kenneth A. Walanski  
Kenneth A. Walanski, Trustee ✓

STATE OF OHIO )  
COUNTY OF WYANDOT ) SS:

BEFORE ME, a Notary Public in and for said County, personally appeared Browning-Ferris Industries of Ohio, Inc., a Delaware corporation, by Michael Heher, its Vice President, who acknowledged that he did sign said instrument and that said instrument is his voluntary act and deed and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal as of this 18 day of NOVEMBER 1992.

Jerome Brumert  
Notary Public JEROME BRUMERT, Notary Public  
State of Ohio  
My Commission Expires March 28, 1997



STATE OF OHIO )  
 ) SS:  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public in and for said County, personally appeared Gary W. Gifford, Trustee of the Summit National Facility Trust Fund, who acknowledged that he did sign said instrument as such Trustee of said Trust on behalf of said Trust; and that said instrument is the voluntary act and deed of said Gary W. Gifford as such Trustee, and the voluntary act and deed of said Trust for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal as of this 14th day of Dec. 1992.

Norma Kay Fricker  
Notary Public

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

NORMA K. FRICKER, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires Sep. 3, 1996

BEFORE ME, a Notary Public in and for said County, personally appeared Kenneth A. Walanski, Trustee of the Summit National Facility Trust Fund, who acknowledged that he did sign said instrument as such Trustee of said Trust on behalf of said Trust; and that said instrument is the voluntary act and deed of said Kenneth A. Walanski as such Trustee, and the voluntary act and deed of said Trust for the uses and purposes therein expressed.

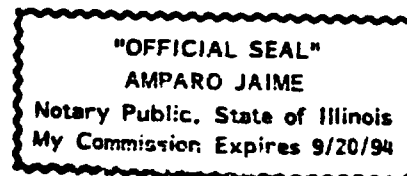
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal as of this 17 day of Dec. 1992.

Amparo Jaime  
Notary Public

This Instrument Prepared By:  
David R. Bainbridge, Esq.  
X Fuller & Henry  
One SeaGate, 17th Floor  
P. O. Box 2088  
Toledo, Ohio 43603-2088

After recording, please return  
to above.

email: BFI-Ohio.com



VOL 1136 PAGE 219

EXHIBIT A  
METES AND BOUNDS OF VASI PROPERTY

Known as being part of Lot #56 in Deerfield Township and bounded and described as follows: Beginning at the northwest corner of Lot #56; thence S. 89 deg. 25' East along the north line of said lot #56, a distance of 811.85 feet, and along the center line of U.S. 224; thence south 0 deg. 52" West 600 feet to an iron pipe and passing over an iron pipe set at 30 feet at the side of the highway; thence N. 89 deg. 25' West 811.85 feet to the west line of Lot #56, and the center line of S.R. 225, and passing over an iron pipe set at 30 feet at the side of highway; thence N 52' East along the west line of said Lot 56, 600 feet to the place of beginning and containing 11.18 acres of land, more or less.

*Cur +*

16443

RECEIVED FOR RECORD

Dec 23 1992

At 10:02 O'clock AM

Recorded Dec 24, 1992

In Portage County Records

Of Deeds

Vol. 1136 Page 216-222

HELEN M. FREDERICK

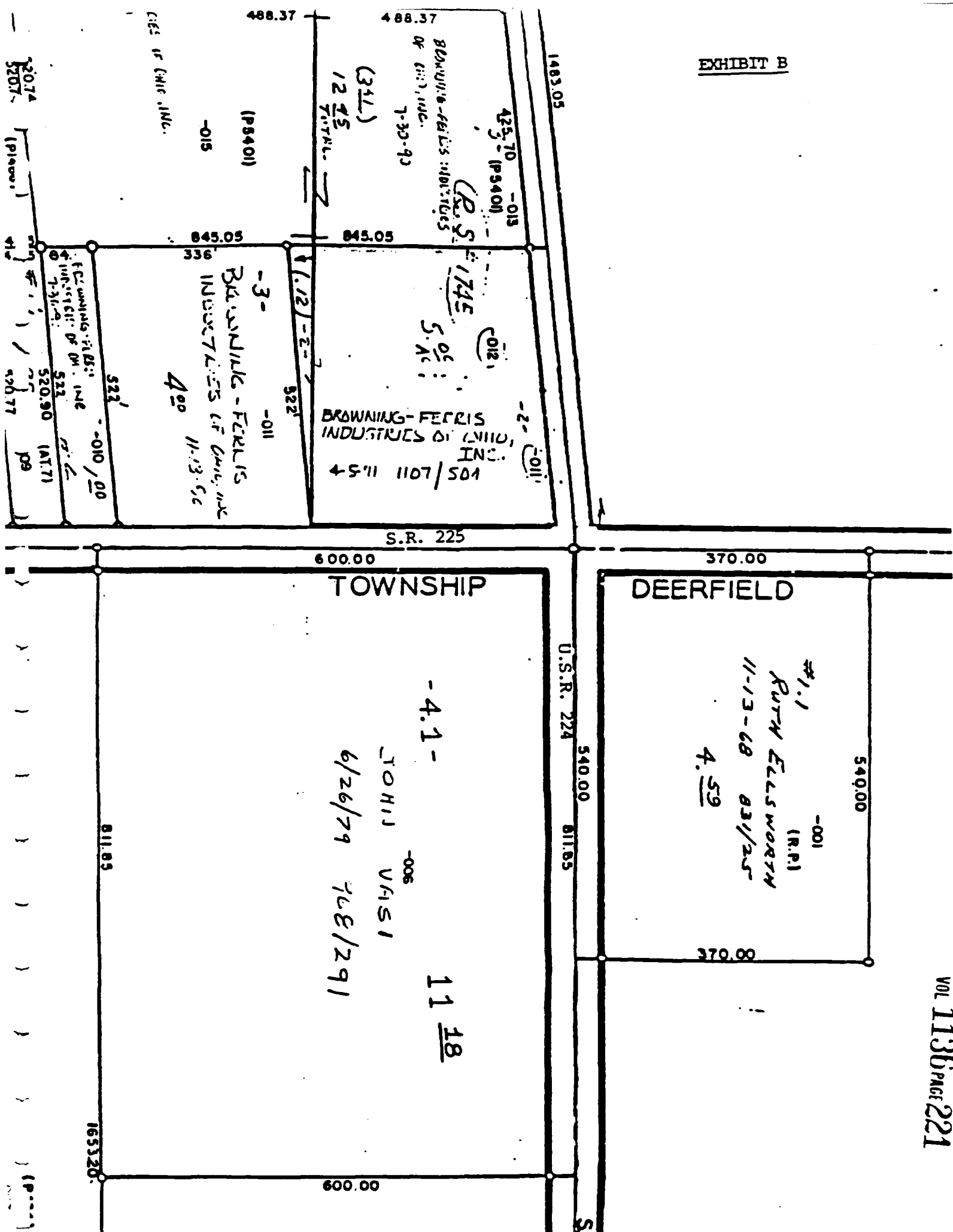
PORTAGE COUNTY RECORDER

Fee 20

INDEXED

VOL 1136 PAGE 220

EXHIBIT B



## **EXHIBIT C**

### **LEGAL DESCRIPTION**

**Situated in the Township of Atwater, County of Portage and State of Ohio:**

**Known as being a part of Lots 4 and 5 in said Township, bounded on the North by the centerline of State Route 224; on the East by the centerline of State Route 225; on the South by lands of C. and H. Kibler; now owned by Browning Ferris Industries of Ohio and on the West by lands of W.S.Z.M. Franks now owned by Browning Ferris Industries of Ohio and containing 5 acres of land, more or less, of which 4.88 acres are in Lot 5 and .12 of an acre in Lot 4, according to Auditor's Tax Maps.**

## **ACCESS EASEMENT**

**THIS ACCESS EASEMENT** is made and entered into this 4 day of December 1992, by and between Jerry Moore, Inc., an Ohio corporation, of 1010 Sunnyside Street, Hartville, Ohio 44632 (hereinafter called "Grantor"), and the Summit National Facility Trust Fund (hereinafter called "Grantee").

### **WITNESSETH:**

**WHEREAS**, Grantee has obtained access rights to certain real property located in Deerfield Township, Portage County, Ohio known as the Summit National Facility and legally described on Exhibit A attached hereto (the "Site"); and

**WHEREAS**, pursuant to the terms and conditions of a certain Consent Decree entered on June 11, 1991 with the United States District Court for the Northern District of Ohio in United States of America v. Vasi and State of Ohio v. Georgeoff, Civil Action No. C81-1961 (the "Consent Decree"), the Settling Defendants (as defined in the Consent Decree) agreed to undertake certain remedial response actions at and around the Site; and

**WHEREAS**, Grantor is the owner of certain real property located near the Site and outlined in yellow on Exhibit B attached hereto and legally described on Exhibit C attached hereto (the "Property"); and

**WHEREAS**, Grantor will benefit from the remedial response actions to be undertaken at the Site on behalf of the Settling Defendants and therefore desires to grant Grantee an easement in the Property upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the following grants, agreements, covenants and restrictions are made:

1. **Grant of Easement.** For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants to Grantee, the Settling Defendants, the Ohio Environmental Protection Agency, the United States of America, including the United States Environmental Protection Agency, and the successors, agents, employees and contractors of each of the foregoing, an easement in, through, over, under, upon and across the Property for the purposes of uninterrupted access at all times to the Property for effectuating, conducting and overseeing any and all maintenance activities or response actions required pursuant to the aforementioned Consent Decree, including remedial design or remedial action work described in the Scope of Work attached thereto, and for purposes of determining compliance with any provisions of such Consent Decree and any attachments thereto. Without limitation, the Grantor agrees that all of the aforementioned persons may enter upon and shall have access to the Property for the purpose of conducting activities related to the Consent Decree and Statement of Work, including, but not limited to:

- a. Installing and maintaining groundwater monitoring wells;
- b. Monitoring the work or any other activities taking place at the Site or on the Property pursuant to the Consent Decree or any attachments thereto, including work performed by or on behalf of Settling Defendants;
- c. Verifying any data or information submitted to the United States or the State of Ohio pursuant to the Consent Decree or any attachments thereto, including information submitted by other Settling Defendants;
- d. Conducting investigations relating to contamination at or near the Site;
- e. Conducting environmental tests and studies, including, without limitation, drilling test wells, monitoring wells and taking core samples;
- f. Obtaining samples;
- g. Assessing the need for, planning, or implementing additional response actions at or near the Site;
- h. Implementing any other remedial action necessary or desirable under the terms of the Consent Decree; and
- i. Assessing Settling Defendants' compliance with the terms and provisions of the Consent Decree.

2. **Property Damage.** Any and all physical damage to improvements or other property of Grantor caused directly by Grantee, its employees, agents, contractors, licensees and invitees shall be repaired at the sole expense of Grantee, its successors and assigns.

3. **Indemnity.** Grantee, by its execution hereof, covenants and agrees to save and keep harmless and indemnify Grantor from and against any and all liabilities, losses, damages, demands, costs and expenses arising out of or in connection with any accident, injury, damage, or death, which arise directly out of the use of the Property by Grantee, its successors and assigns, or anyone claiming a right to use the Property by or through Grantee.

4. **Duration of Easement.** This easement granted hereby shall continue in full force and effect until the earlier of (a) six (6) months after the final completion of all remedial actions required to be undertaken pursuant to the Consent Decree, as amended from time to time, or any subsequent order or ruling affecting the remedial actions undertaken by the Settling Defendants at the Site, or (b) Grantee delivers to Grantor a written release of the easement granted hereunder.

5. **Effect of Easement.** All covenants herein contained shall run with the land and shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

6. **Recording.** This Access Easement shall be executed in recordable form and either party shall have the right to record, at its expense, this Access Easement with the Recorder of Portage County, Ohio.

7. **Modification.** Any modification of this Access Easement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

8. **Entire Agreement.** This Access Easement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Access Easement shall not be binding upon either party except to the extent specifically incorporated into this Access Easement.

9. **Governing Law.** It is agreed that this Access Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Access Easement to be executed and delivered on the day and year first written above.

Signed and acknowledged  
in the presence of:

Cindy Christopher  
Print name: Cindy Christopher  
Paula Wojcik  
Print name: Paula Wojcik

Signed and acknowledged  
in the presence of:

James E. Pestina  
Print name: James E. Pestina  
Norma J. Crawley  
Print name: Norma J. Crawley  
(As to Gifford)

GRANTOR:

JERRY MOORE, INC., an Ohio corporation ✓

By: [Signature]  
President/Vice President

By: [Signature]  
Asst Secretary

GRANTEE:

SUMMIT NATIONAL FACILITY TRUST  
FUND ✓

By: [Signature] ✓  
Gary W. Gifford, Trustee

Debbie Henry  
Print name: DEBBIE HENRY

Lee J. Keller  
Print name: Lee J. Keller  
(As to Steerman)

By: Patrick S. Steerman  
Patrick S. Steerman, Trustee

STATE OF OHIO )  
 ) SS:  
COUNTY OF Stark )

BEFORE ME, a Notary Public in and for said County, personally appeared Robert A. Moore and Richard J. Schultz, President/Vice President and Secretary of the said Jerry Moore, Inc., who acknowledged that they did sign said instrument as such officers of said corporation on behalf of said corporation and by authority of its Board of Directors; and that said instrument is the voluntary act and deed of said individuals as such officers, and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal as of this 4 day of December 1992.

Cynthia L. Christopher  
Notary Public

CYNTHIA L. CHRISTOPHER  
Notary Public, State of Ohio  
My Commission Expires June 29, 1996  
Recorded in Stark County

STATE OF OHIO )  
 ) SS:  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public in and for said County, personally appeared Gary W. Gifford, Trustee of the Summit National Facility Trust Fund, who acknowledged that he did sign said instrument as such Trustee of said Trust on behalf of said Trust; and that said instrument is the voluntary act and deed of said Gary W. Gifford as such Trustee, and the voluntary act and deed of said Trust for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal as of this 14th day of Dec. 1992.

Norma K. Fricker  
Notary Public

- 4 -

NORMA K. FRICKER, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires Sept. 3, 1996

VOL 1137 PAGE 162



STATE OF TEXAS            )  
                                  ) SS:  
COUNTY OF HARRIS        )

BEFORE ME, a Notary Public in and for said County, personally appeared Patrick S. Steerman, Trustee of the Summit National Facility Trust Fund, who acknowledged that he did sign said instrument as such Trustee of said Trust on behalf of said Trust; and that said instrument is the voluntary act and deed of said Patrick S. Steerman as such Trustee, and the voluntary act and deed of said Trust for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal as of this 8<sup>th</sup> day of January 1992



*Janet L. Jordan*  
Notary Public

This Instrument Prepared By:  
David R. Bainbridge, Esq.  
Fuller & Henry  
One SeaGate, 17th Floor  
P. O. Box 2088  
Toledo, Ohio 43603-2088  
*After recording, please return  
to above.*

summit: Moore.es2

EXHIBIT A

METES AND BOUNDS OF VASI PROPERTY

Known as being part of Lot #56 in Deerfield Township and bounded and described as follows: Beginning at the northwest corner of Lot #56; thence S. 89 deg. 25' East along the north line of said lot #56, a distance of 811.85 feet, and along the center line of U.S. 224; thence south 0 deg. 52" West 600 feet to an iron pipe and passing over an iron pipe set at 30 feet at the side of the highway; thence N. 89 deg. 25' West 811.85 feet to the west line of Lot #56, and the center line of S.R. 225, and passing over an iron pipe set at 30 feet at the side of highway; thence N 52' East along the west line of said Lot 56, 600 feet to the place of beginning and containing 11.18 acres of land, more or less.

**EXHIBIT B**

11-19-71 813/295

**17512**

RECEIVED FOR RECORD

Jan 12 1993

At 9:50 b'clock am  
Recorded Jan 13, 1993

**In Portage County Records**

Of Deeds

Vol. 1137 Page 159-166

Fee 2.00 INDEXED

**LINDA K. FANTHAUSER**  
Portage County Recorder

## **EXHIBIT C**

### **LEGAL DESCRIPTION**

**Situated in the Township of Atwater, County of Portage and State of Ohio:**

**And known as and being located in Lot No. 5 said Township and being further described as follows:**

**Beginning at a railroad spike at the intersection of the North line of U. S. Route 224 (Akron-Canfield Road) and the East line of Lot No. 5 which is the center line of State Route 225 and the East line of Atwater Township, said point bears North 0° 01' 40" East a distance of 487.97 feet from the Southeast corner of Lot 5, and is the true place of beginning; thence South 83° 58' West a distance of 1483.05 feet along the North line of U. S. Route 224 to an iron pipe on the West line of Lot 5; thence North 0° 4' 45" East a distance of 1300.00 feet along the West line of Lot 5 to an iron pipe; thence North 87° 50' East a distance of 1475.04 feet to an iron pipe on the center line of State Route 225, passing over an iron pipe 30.02 feet from said center line; thence South 0° 01' 40" West a distance of 1200.00 feet along the center line of State Route 225 and East line of Lot 5 to the true place of beginning and containing 42.307 acres of land as surveyed by Terrance R. Hohnhorst, Registered Surveyor No. 5065 in September 1965. Be the same more or less but subject to all easements and legal highways.**

B

**APPENDIX B**

**HEALTH AND SAFETY PLAN**

The CSEP posted at the work Site shall be removed at the completion of the job or the end of the shift, whichever is first.

#### 17.4 CONFINED SPACE OBSERVER

The duties of the confined space observer are as follows:

- i) while personnel are inside the confined space, a confined space observer will monitor the activities and provide external assistance to those in the confined space. The observer will not have other duties which may take his attention away from the work or require him to leave the vicinity of the confined space at any time while personnel are in the confined space;
- ii) the confined space observer shall maintain at least voice contact with all personnel in the confined space. Visual contact is preferred, if possible;
- iii) the confined space observer shall be instructed by his supervisor or the SSO in the method for contacting rescue personnel in the event of an emergency;
- iv) if irregularities within the confined space are detected by the observer, personnel within the confined space will be ordered to exist;

# **HEALTH AND SAFETY PLAN REMEDIAL CONSTRUCTION**

**Summit National Superfund Site  
Deerfield Township of Portage County, Ohio**

**OCTOBER 1992**

**REF. NO. 2372 (36)**

This report is printed on recycled paper.

**CONESTOGA-ROVERS & ASSOCIATES**



## TABLE OF CONTENTS

	<u>Page</u>
1.0 GENERAL.....	1
2.0 SITE CHARACTERIZATION AND POTENTIALLY HAZARDOUS COMPOUNDS .....	4
3.0 BASIS.....	5
4.0 RESPONSIBILITIES AND ADMINISTRATION .....	7
5.0 MEDICAL SURVEILLANCE .....	9
6.0 TRAINING.....	10
7.0 SITE WORK ZONES AND WORK ACTIVITIES .....	11
8.0 PERSONAL PROTECTIVE EQUIPMENT(PPE) .....	14
9.0 RESPIRATORY PROTECTION PROGRAM .....	18
10.0 PERSONAL HYGIENE.....	20
11.0 AIR MONITORING .....	22
12.0 COMMUNICATIONS.....	24
13.0 EMERGENCY AND FIRST AID EQUIPMENT .....	25
14.0 EMERGENCY RESPONSE PLAN.....	26
15.0 EQUIPMENT AND PERSONNEL DECONTAMINATION .....	28
16.0 CONTAMINATION MIGRATION CONTROL.....	30
17.0 CONFINED SPACE ENTRY PROCEDURE .....	31
17.1 DEFINITIONS.....	31
17.2 GENERAL PROVISIONS.....	32
17.3 PROCEDURE FOR CONFINED SPACE ENTRY .....	35
17.4 CONFINED SPACE OBSERVER.....	37
18.0 HEAT STRESS.....	39
19.0 COLD STRESS.....	41

## LIST OF FIGURES

		<u>Following Page</u>
FIGURE 12.1	EMERGENCY HOSPITAL ROUTE	24

## LIST OF TABLES

TABLE 2.1	CHEMICALS IDENTIFIED ON OR IN THE VICINITY OF THE SUMMIT NATIONAL SITE	4
TABLE 7.1	HAZARD/RISK ANALYSIS FOR REMEDIAL CONSTRUCTION ACTIVITIES - GROUNDWATER TREATMENT SYSTEM	13
TABLE 7.2	HAZARD/RISK ANALYSIS FOR REMEDIAL CONSTRUCTION ACTIVITIES - GROUNDWATER EXTRACTION SYSTEM	13
TABLE 7.3	HAZARD/RISK ANALYSIS FOR REMEDIAL CONSTRUCTION ACTIVITIES - SOIL REMOVAL AND TREATMENT	13
TABLE 7.4	HAZARD/RISK ANALYSIS FOR REMEDIAL CONSTRUCTION ACTIVITIES - FINAL SITE COVER	13
TABLE 7.5	HAZARD/RISK ANALYSIS FOR REMEDIAL CONSTRUCTION ACTIVITIES - WELL INSTALLATION AND ABANDONMENT	13
TABLE 12.1	EMERGENCY TELEPHONE NUMBERS	24

## LIST OF ATTACHMENTS

ATTACHMENT 1	TRAINING ACKNOWLEDGEMENT FORM
ATTACHMENT 2	FIGURES 2 TO 6 OF APPENDIX A OF THE STATEMENT OF WORK
ATTACHMENT 3	CONFINED SPACE ENTRY PERMIT

## 1.0 GENERAL

The Health and Safety Plan (HSP) presented herein describes the health and safety procedures to be implemented during the individual contracts of the remedial construction at the Summit National Superfund Site (Site) in Deerfield Township of Portage County, Ohio. Section 2.0 of the Remedial Construction Work Plan (RC Work Plan) presents a description of current Site conditions. The five remedial construction contracts to be implemented at the Site are as follows:

- Contract I - construction of the on-Site groundwater treatment system;
- Contract II - construction of the groundwater extraction system and relocation/construction of the south and east drainage ditches
- Contract III - soil removal and treatment;
- Contract IV - final site cover; and
- Contract V - well installation and abandonment.

During contracts I, II, III and V of the remedial construction, personnel may come in contact with soils, groundwater, sludge and/or sediments which potentially contain hazardous wastes or hazardous waste constituents. To ensure that direct contact with potentially contaminated material by Site personnel is minimized, this HSP will be adhered to by all on-Site personnel involved with contracts I, II, III and V of the remedial construction. Site personnel working on contract IV of the remedial construction (final Site cover), will not come in contact with

hazardous wastes since the entire Site will have been covered with clean material on completion of contract III of remedial construction at the Site. Personnel working on contract IV of the remedial construction (Site cover) at the Site need only comply with the appropriate sections of this HSP pertaining to their work activities. This HSP has been developed to ensure the following:

- i) that Site-personnel are not adversely exposed to the compounds of concern;
- ii) that public welfare or the environment are not adversely impacted by off-Site migration of contaminated materials due to work activities at the Site;
- iii) compliance with applicable governmental and non-governmental [American Conference of Governmental Industrial Hygienist (ACGIH)] regulations and guidelines. In particular, the amended rules of the Occupational Safety and Health Act for Subpart H of Part 1910 (Title 29 Code of Federal Regulations (CFR) Part 1910.120) will be implemented for all Site work; and
- iv) initiation of proper emergency response procedures to minimize the potential for any adverse impact to Site workers, the general public or the environment.

For the purpose of this HSP contracts I, II, III and V of the remedial construction activities performed on Site involving contact with

potentially contaminated materials will be considered contaminated operations requiring personal protective equipment (PPE). Similar activities occurring off Site and contract IV of the remedial construction (final Site cover) are considered non-contaminated operations requiring a modified level of PPE. A detailed description of the PPE required is presented in Section 8.0.

All remedial construction activities at the Site will be conducted in accordance with the provisions of this Site-specific HSP. Cost and/or scheduling considerations will not be considered as justification for modifying this plan. A copy of this HSP and applicable Material Safety Data Sheets (MSDS) will be maintained on Site whenever Site activities associated with the remedial construction activities are in progress.

## **2.0 SITE CHARACTERIZATION AND POTENTIALLY HAZARDOUS COMPOUNDS**

A Site-specific data base has been compiled for the Site, as a result of the Remedial Investigation (RI) performed by CH<sub>2</sub>M Hill on behalf of the United States Environmental Protection Agency (USEPA) and the pre-design investigations conducted by Conestoga-Rovers & Associates (CRA) on behalf of the Summit National Facility Trust (SNFT). The chemicals identified during the RI and the pre-design investigations on or in the vicinity of the Site are summarized in Table 2.1.

TABLE 2.1

**CHEMICALS IDENTIFIED ON OR IN THE VICINITY OF THE SITE  
SUMMIT NATIONAL SUPERFUND SITE  
DEERFIELD TOWNSHIP OF PORTAGE COUNTY, OHIO**

<i>Volatile Organics</i>	<i>Base Neutral and Acids</i>	<i>Pesticides and PCBs</i>	<i>Inorganics</i>
Vinyl Chloride	N-Nitrosodimethylamine	Diethylphthlate	Aluminum
Methylene Chloride	Phenol	Fluorene*	Antimony
Acetone	Aniline	N-Nitrosodiphenylamine*	Arsenic
Carbondisulfide	1,3-Dichlorobenzene	Hexachlorobenzene	Barium
Benzene	1,4-Dichlorobenzene	Pentachlorophenol	Beryllium
2-Hexanone*	Benzyl Alcohol	Phenanthrene*	Cadmium
4-Methyl-2-Pentanone*	1,2-Dichlorobenzene	Anthracene*	Calcium
Tetrachloroethene	2-Methylphenol	Di-n-Butylphthlate	Chromium
Toluene	4-Methylphenol*	Fluoranthene**	Cobalt
Chlorobenzene	Hexachloroethane	Pyrene*	Copper
Ethylbenzene	Isophorone	Butylbenzylphthalate*	Iron
Styrene	2-Nitrophenol	Benzo (a) Anthracene	Lead
Total Xylenes	2,4-Dimethylphenol*	Bis (2-ethylhexyl)	Cyanide
1,1-Dichloroethene	Benzoic Acid	Phthalate	Magnesium
1,1-Dichloroethane	1,2,4-Trichlorobenzene	Chrysene	Manganese
1,2-Dichloroethane	Naphthalene*	Di-n-Octyl Phthalate*	Mercury
Trans-1,2-Dichloroethene	4-Chloro-3-Methylphenol	Benzo (b) Fluoranthene**	Nickel
Chloroform	Hexachlorocyclopentadiene	Benzo (k) Fluoranthene**	Potassium
2-Butanone*	Dimethylphthalate	Benzo (a) Pyrene**	Selenium
1,1,1-Trichloroethane	Acenaphthylene	Indeno (1,2,3-cd) Pyrene**	Silver
1,1,2,2-Trichloroethane	Acenaphthene	Dibenzo (a,h) Anthracene**	Sodium
Trichloroethene	4-Nitrophenol	Benzo (g,h,i) Perylene*	Thallium
1,1,2-Trichloroethane	Dibenzofuran*		Tin
			Vanadium
			Zinc

## Notes:

\* Lacks chronic toxicity data (USEPA, 1986a).

\*\* Carcinogenic polynuclear aromatic hydrocarbons (PAHs) for which the potency factor for Benzo (a) Pyrene applies.

\*\*\* Potency factor for polychlorinated biphenyls (PCBs) applies to sum of Aroclors.

### **3.0 BASIS**

The Occupational Safety and Health Administration (OSHA) Standards and Regulations contained in Title 29, CFR, Parts 1910 and 1926 (29 CFR 1910 and 1926), including the amended sections in 29 CFR 1910.120 and current Threshold Limit Values (TLVs) as provided by the ACGIH, provide the basis for this HSP. Some of the specifications within this section are in addition to OSHA regulations and reflect the positions of USEPA, the National Institute for Occupational Safety and Health (NIOSH) and the United States Coast Guard (USCG) regarding procedures required to ensure safe operations at potential hazardous waste sites. In addition, the following references have been used as guidance in developing the HSP:

- i) CERCLA Sections 104(f) and 111(c) (6);
- ii) EPA Order 1440.2 - Health and Safety Requirements for Employees Engaged in Field Activities;
- iii) EPA Order 1440.1 - Respiratory Protection;
- iv) EPA Occupational Health & Safety Manual
- v) EPA Interim Standard Operating Safety Guide (September 1982);
- vi) OSHA Standards for General Industry;
- vii) NIOSH, Manual of Analytical Methods, Volumes I-VII;
- viii) Threshold Limit Values (TLV) for Chemical Substances and Physical Agents in the Work Environment with Intended Changes Adopted by ACGIH;
- ix) ANSI Z 88.2-1980, American National Standard, Practices for Respiratory Protection;



- x) Air Sampling Instruments for Evaluation of Atmospheric Contaminants, 6th edition, 1983, American Conference of Governmental Industrial Hygienists;
- xi) Appropriate health and safety statutes; and
- xii) Superfund Public Health Evaluation Manual, U.S. EPA (October 1986).

The safety and health of the public and on-Site personnel and the protection of the environment will take precedence over cost and schedule considerations for all remedial construction work. Each employer will designate an on-Site individual as Site Safety Officer (SSO) during on-Site remedial construction activities. Each employer will be responsible for the health and safety of their workers. This will include ensuring that all workers are thoroughly trained with the Standard Operating Procedures (SOPs) of any equipment (for example, excavators) they will be operating, or hazardous procedures (for example, confined space entry) they will participate in. The SSO will be responsible for decisions regarding when work will be stopped or started for health or safety considerations. Each employer will develop a Site-specific HSP related to its specific activities at the Site. Each employer's Site-specific HSP will be reviewed by Conestoga-Rovers & Associates (CRA) for completeness and compliance with the minimum standards set forth in this HSP, prior to commencing work activities involving contact with potentially contaminated materials at the Site.

#### **4.0 RESPONSIBILITIES AND ADMINISTRATION**

The SSO will supervise the implementation of the HSP and will be responsible for all decisions regarding operations and work stoppages due to health and safety considerations.

The responsibilities of the SSO will be as follows:

- i) be responsible for implementation of the HSP at the initiation of Site work;
- ii) conduct the initial briefing sessions for all on-Site personnel with regard to the HSP and other safety requirements to be observed during remedial construction, including:
  - a) potential hazards, including heat/cold stress,
  - b) personal hygiene principles,
  - c) PPE,
  - d) respiratory protection equipment usage, and
  - e) emergency procedures dealing with fire and medical situations;
- iii) review and modify the HSP as more information becomes available concerning the hazardous materials involved, and review all monitoring reports;
- iv) supervision and enforcement of safety equipment usage;

- v) supervision and inspection of equipment cleaning;
- vi) personnel training in safety equipment usage and emergency procedures;
- vii) monitoring of the health and safety program under the direction of an industrial hygienist;
- viii) suspend work activity if unsafe working conditions develop, including unsafe working conditions generated by adverse wind, rain and lightning;
- ix) inform workers of the nature of chemical exposure risk as required by the "Right-to-Know" Law;
- x) recommend medical examination when worker appears to require it;
- xi) coordination of emergency procedures; and
- xii) maintain a sign in/out log for personnel and visitors.

## 5.0 **MEDICAL SURVEILLANCE**

In accordance with requirements detailed in 29 CFR 1910.120 and 29 CFR 1910.134, all Site personnel who will come in contact with potentially contaminated materials will have received, within one year prior to starting field activities, medical surveillance by a licensed physician or physician's group.

Medical records for all Site personnel who will come in contact with potentially contaminated materials will be maintained by their respective employers. The medical records will detail the tests that were taken and will include a copy of the consulting physician's statement regarding the tests and the employee's suitability for work. These medical records must be available to the employee or his designated representative upon written request, as outlined in 29 CFR 1910.120, Section (f).

Each employer will ensure and certify to the SSO that its personnel involved in activities associated with potentially contaminated materials will have had all necessary medical examinations prior to commencing work within contaminated areas. Personnel not obtaining medical certification and who do not have their records up-to-date will not perform work within contaminated areas.

Interim medical surveillance will be completed if an individual exhibits poor health or high stress responses due to on-Site activity or when accidental exposure to elevated concentrations of contaminants occurs.

## 6.0 TRAINING

The SSO will require that all Site personnel who will come in contact with potentially contaminated materials complete training sessions in accordance with 29 CFR 1910.120 prior to entering the Site. This training shall consist of a minimum of 40 hours of instruction off Site and three days of actual field experience under direct supervision. Each employer will maintain documentation stating that its on-Site personnel have complied with this regulation.

Prior to commencing Site activities, all personnel will be required to attend a Site-specific initiation session. These sessions, conducted by the respective employer's SSO, will be used to instruct the Site personnel as to what the Site activities and potential Site hazards are, level of PPE required, Site-specific requirements, work zones established at the Site, personal and equipment decontamination procedures, emergency response plan and procedures, and the basis of the HSP. At this session it will be confirmed that all on-Site personnel have the 40 hours of training required in accordance with 29 CFR 1910.120. All personnel who attend this session will sign a Training Acknowledgement Form, an example of which is presented as Attachment 1.

During the course of Site activities, additional safety meetings will be conducted with on-Site personnel to provide updates on Site conditions and health and safety concerns.

## **7.0 SITE WORK ZONES AND WORK ACTIVITIES**

All Site work zones will be clearly laid out and identified in the field prior to initiation of all Site work activities. The establishment of all the Sites work zone boundaries may be modified by the SSO and/or Site Coordinator. The purpose of establishing these work zones is to limit access to potentially contaminated areas or areas which may cause physical injury to individuals and to prevent the migration of potentially hazardous materials into adjacent non-contaminated areas. These designated work zones are described as follows:

- i) Exclusion Zone (EZ) - this zone will include all areas where potentially contaminated soils, sediments, waters or waste material are located, excavated, removed, transferred, stored, or disposed of and all areas where contaminated equipment or personnel travel including the decontamination area. Specifically the EZ will include all areas designated for soil and sediment removal as shown on Figures 2 to 6 inclusive, of Appendix A of the SOW. Figures 2 to 6 are reproduced in Attachment 2 for ease of reference. Sufficient area will be provided for efficient movement of personnel and equipment as well as contaminant control. The EZ will be delineated in the field with fencing, flagging or warning barriers. Access to the EZ will be restricted to personnel who are wearing the proper PPE, have received and passed the required medical examination and have undergone the required health and safety training. A log of entry to and exit from the EZ will be maintained for the purpose of stress monitoring and determining exposure times;

- ii) Contamination Reduction Zone (CRZ) - this zone lies immediately upwind of the EZ and occurs at the interface of the EZ and Support Zone (SZ) and will provide for the transfer of construction materials, personnel and equipment, a place for donning and disposing of PPE, the storing of emergency first aid equipment and supplemental safety supplies. Access to the CRZ will be restricted to personnel who have received and passed the required medical examination and have undergone the required health and safety training; and
- iii) Support Zone (SZ) - this area is comprised of the remainder of the designated work area at the Site and is defined as being an area outside the zone of significant air, soil or surface water contamination. The SZ will be clearly delineated and procedures will be implemented to prevent active or passive contamination from the other work zones. The function of the SZ includes:
  - a) an entry area for personnel, material and equipment to the CRZ,
  - b) an exit for decontaminated personnel, materials and equipment from the CRZ,
  - c) a storage area for clean safety and work equipment; and
  - d) an area for eating, drinking and smoking.

The work activities to be conducted for each remedial construction contract at the Site are detailed in Sections 6.0 to 10.0 of the RC Work Plan for the Site.

Tables 7.1 through 7.5 present the hazard/risk analysis for the Site work activities for each contract of the remedial construction and identify the level of personal protective equipment (PPE) required for each remedial construction activity.



TABLE 7.1

**HAZARD/RISK ANALYSIS FOR REMEDIAL CONSTRUCTION ACTIVITIES  
GROUNDWATER TREATMENT SYSTEM  
SUMMIT NATIONAL SUPERFUND SITE  
DEERFIELD TOWNSHIP OF PORTAGE COUNTY, OHIO**

<i>Work Activity</i>	<i>Anticipated Hazards/Risks</i>	<i>Level of PPE Required</i>
Site Preparation Activities (i.e. Install Offices)	<ul style="list-style-type: none"> <li>• slip/trip/fall hazards</li> <li>• potential back injuries from lifting and moving</li> </ul>	<ul style="list-style-type: none"> <li>• Level D</li> </ul>
Demolition of the Coal Tipple Area, Installation of the Equipment and Personnel Decontamination Facilities, Construction of the Groundwater Treatment System, Installation of erosion control features	<ul style="list-style-type: none"> <li>• slip/trip/fall hazards</li> <li>• potential personnel injuries</li> <li>• potential contact with contaminated soil, sediment and water</li> <li>• potential dust and/or vapor emissions</li> <li>• hazards presented by the use of heavy equipment</li> <li>• potential back injuries from lifting and moving</li> </ul>	<ul style="list-style-type: none"> <li>• Level D if working in the top two feet of uncontaminated grid areas during ground invasive activities</li> <li>• Level C for ground invasive activities in contaminated grid areas and below two feet in uncontaminated grid areas</li> </ul>
Sampling Activities, Remove on-Site Contaminated Soils/Sediments, Installation of Erosion Control Features in Contaminated Areas and Decontamination Activities	<ul style="list-style-type: none"> <li>• slip/trip/fall hazards</li> <li>• potential personnel injuries</li> <li>• direct contact with contaminated soil, sediment and water</li> <li>• potential dust and/or vapor emissions</li> <li>• potential contact with cleaning solvents</li> <li>• hazards presented by the use of heavy equipment</li> <li>• hazards presented by the use of specialized decontamination equipment (i.e. steam cleaning unit)</li> </ul>	<ul style="list-style-type: none"> <li>• Level C or Level B if air monitoring results indicate the need</li> </ul>

**TABLE 7.2**

**HAZARD/RISK ANALYSIS FOR REMEDIAL CONSTRUCTION ACTIVITIES  
GROUNDWATER EXTRACTION SYSTEM  
SUMMIT NATIONAL SUPERFUND SITE  
DEERFIELD TOWNSHIP OF PORTAGE COUNTY, OHIO**

<i><b>Work Activity</b></i>	<i><b>Anticipated Hazards/Risks</b></i>	<i><b>Level of PPE Required</b></i>
Backfilling with Clean Material, Installation of Two Feet of Clean Cover, Demolition of Watson House, Relocation of Fencing, Relocation of South Drainage Ditch, Construction of East Drainage Ditch	<ul style="list-style-type: none"> <li>• slip/trip/fall hazards</li> <li>• potential back injuries from lifting and moving</li> <li>• hazards presented by the use of heavy equipment</li> <li>• potential dust emissions</li> </ul>	<ul style="list-style-type: none"> <li>• Level D, or Level C if air monitoring results indicate the need</li> </ul>
Dewatering of on-Site Ponds, Excavation of Contaminated Soils and Sediments, Relocation of East Pond Retaining Wall, Installation of Pipe and Media Drain, Force mains and Manholes, Decontamination Activities and Sampling Activities	<ul style="list-style-type: none"> <li>• slip/trip/fall hazards</li> <li>• potential personnel injuries</li> <li>• direct contact with contaminated soil, sediment and water</li> <li>• potential dust and/or vapor emissions</li> <li>• potential contact with unknown waste materials</li> <li>• hazards presented by the use of heavy equipment</li> <li>• confined space entries(1)</li> <li>• hazards presented by the use of specialized decontamination equipment (i.e. steam cleaning unit)</li> <li>• potential contact with cleaning solvents</li> </ul>	<ul style="list-style-type: none"> <li>• Level C, or Level B if air monitoring results indicate the need</li> </ul>

Note:

(1) Specific requirements for confined space entry are specified in Section 17.0.

**HAZARD/RISK ANALYSIS FOR REMDIAL CONSTRUCTION ACTIVITIES  
SOIL REMOVAL AND TREATMENT  
SUMMIT NATIONAL SUPERFUND SITE  
DEERFIELD TOWNSHIP OF PORTAGE COUNTY, OHIO**

<i>Work Activity</i>	<i>Anticipated Hazards/Risks</i>	<i>Level of PPE Required</i>
Regrading of the Site with Ash and Clean Imported Fill and Installation of the First Six Inches of Final Cover	<ul style="list-style-type: none"> <li>• slip/trip/fall hazards</li> <li>• potential personnel injuries</li> <li>• hazards presented by the use of heavy equipment</li> <li>• potential dust and/or fugitive emissions</li> </ul>	<ul style="list-style-type: none"> <li>• Level D, or Level C if air monitoring results indicate the need</li> </ul>
Installation and demobilization of the Soil Treatment Facility, Construction of a Drum Staging Pad, Demolition in Place of the Underground Septic Tank	<ul style="list-style-type: none"> <li>• slip/trip/fall hazards</li> <li>• potential personnel injuries</li> <li>• potential contact with contaminated soil, sediment and water</li> <li>• potential dust and/or vapor emissions</li> <li>• hazards presented by the use of heavy equipment</li> <li>• potential back injuries from lifting and moving</li> </ul>	<ul style="list-style-type: none"> <li>• Level D if working in the top two feet of uncontaminated surface grid areas during ground invasive activities</li> <li>• Level C for ground invasive activities in contaminated grid areas and below two feet in uncontaminated grid areas</li> </ul>
Demolition of the Old Incinerator, Dewatering Ponds, Excavation of Contaminated Soils and Sediments, Backfilling of Drum Excavation Areas, Sampling and Removal of Underground Storage Tanks, Disposal of Contaminated Dump Truck, Sampling Activities (Soil, Sediment, Surface Water) and Decontamination Activities	<ul style="list-style-type: none"> <li>• slip/trip/fall hazards</li> <li>• potential personnel injuries</li> <li>• direct contact with contaminated soil, sediment and water</li> <li>• potential dust and/or vapor emissions</li> <li>• potential contact with unknown waste materials</li> <li>• hazards presented by the use of heavy equipment</li> <li>• confined space entries(1)</li> <li>• potential contact with cleaning solvents</li> <li>• hazards presented by the use of specialized decontamination equipment (i.e. steam cleaning unit)</li> </ul>	<ul style="list-style-type: none"> <li>• Level C, or Level B if air monitoring results indicate the need</li> </ul>

**HAZARD/RISK ANALYSIS FOR REMDIAL CONSTRUCTION ACTIVITIES  
SOIL REMOVAL AND TREATMENT  
SUMMIT NATIONAL SUPERFUND SITE  
DEERFIELD TOWNSHIP OF PORTAGE COUNTY, OHIO**

<i>Work Activity</i>	<i>Anticipated Hazards/Risks</i>	<i>Level of PPE Required</i>
Soil Treatment	<ul style="list-style-type: none"> <li>• slip/trip/fall hazards</li> <li>• potential dust and/or vapor fugitive emissions</li> <li>• hazards presented by elevated temperatures</li> <li>• potential personal injuries</li> <li>• direct contact with contaminated soil</li> <li>• potential contact with unknown waste materials</li> <li>• hazards presented by the use of heavy equipment</li> <li>• additional hazards depend on soil treatment equipment/method selected and will be specified in Contractor's Site-specific HSP</li> </ul>	<ul style="list-style-type: none"> <li>• Level D, C or B depending on soil treatment equipment/method selected and air monitoring results. To be specified in Contractor's Site-specific HSP</li> </ul>
Drum Excavation, Removal, Handling, Opening and Sampling	<ul style="list-style-type: none"> <li>• slip/trip/fall hazards</li> <li>• potential personnel injuries</li> <li>• direct contact with contaminated soil, sediment and water</li> <li>• potential dust and/or vapor emissions</li> <li>• potential contact with unknown waste materials</li> <li>• hazards presented by the use of heavy equipment and drum removal equipment</li> <li>• potential confined space entries(1)</li> <li>• potential back injuries from lifting and moving</li> </ul>	<ul style="list-style-type: none"> <li>• Level B</li> </ul>

Note:

(1) Specific requirements for confined space entry are specified in Section 17.0.

**TABLE 7.4**

**HAZARD/RISK ANALYSIS FOR REMEDIAL CONSTRUCTION ACTIVITIES  
FINAL SITE COVER  
SUMMIT NATIONAL SUPERFUND SITE  
DEERFIELD TOWNSHIP OF PORTAGE COUNTY, OHIO**

<i>Work Activity</i>	<i>Anticipated Hazards/Risks</i>	<i>Level of PPE Required</i>
Installation of the Remaining One and a Half Feet of Final Site Cover and Vegetation	<ul style="list-style-type: none"><li>• slip/trip/fall hazards</li><li>• potential back injuries from lifting and moving</li><li>• potential dust emissions</li></ul>	Level D

**TABLE 7.5**

**HAZARD/RISK ANALYSIS FOR REMEDIAL CONSTRUCTION ACTIVITIES  
WELL INSTALLATION AND ABANDONMENT  
SUMMIT NATIONAL SUPERFUND SITE  
DEERFIELD TOWNSHIP OF PORTAGE COUNTY, OHIO**

<i>Work Activity</i>	<i>Anticipated Hazards/Risks</i>	<i>Level of PPE Required</i>
Site Preparation Activities (i.e. Install Offices)	<ul style="list-style-type: none"> <li>• slip/trip/fall hazards</li> <li>• potential back injuries from lifting and moving</li> </ul>	<ul style="list-style-type: none"> <li>• Level D</li> </ul>
Installation and Abandonment of Wells	<ul style="list-style-type: none"> <li>• slip/trip/fall hazards</li> <li>• potential personnel injuries</li> <li>• direct contact with contaminated soil, sediment and water</li> <li>• potential dust and/or vapor emissions</li> <li>• potential contact with cleaning solvents</li> <li>• hazards presented by the use of heavy equipment</li> <li>• hazards presented by the use of specialized decontamination equipment (i.e. steam cleaning unit)</li> </ul>	<ul style="list-style-type: none"> <li>• Level C or Level B if air monitoring results indicate the need</li> </ul>

## **8.0 PERSONAL PROTECTIVE EQUIPMENT(PPE)**

The SSO will require that all personnel are equipped with PPE appropriate for the nature of work being completed. The SSO will require that all safety equipment and protective clothing are kept clean, well-maintained and that their integrity is intact.

Safety equipment and apparel as required for general work on Site will be Level D and/or Level C, or Level B protective equipment for drum excavation and opening activities or if air monitoring results indicate the need as discussed in Section 9.0. The levels of personal protection required for each phase of the remedial construction activities are presented in Tables 7.1 to 7.5.

Level B PPE which will be used on-Site consists of the following:

- i) supplied-air respirator (MSHA/NIOSH approved). Respirators may be positive pressure-demand, self-contained breathing apparatus (SCBA) or positive pressure-demand, airline respirator (with escape bottle for Immediate Danger to Life and Health (IDLH) or potential for IDLH atmosphere);
- ii) chemical-resistant clothing (overalls and long-sleeved jacket; hooded one or two-piece chemical-splash suit; disposable chemical-resistant; one-piece suits);

- iii) long cotton underwear or long-sleeved shirt and pants;
- iv) gloves (outer), chemical-resistant;
- v) gloves (inner), chemical-resistant;
- vi) boots (outer), chemical-resistant, steel toe and shank;
- vii) boot covers (outer), chemical-resistant (disposable); and
- viii) hard hat (face shield).

Level C PPE which will be used on Site consists of the following:

- i) air-purifying respirator, half-face or full-face (MSHA/NIOSH approved), equipped with organic vapor/acid gas (OV/AG) cartridge with a high efficiency particulate air (HEPA) filter;
- ii) chemical-resistant clothing (coveralls; hooded one-piece or two-piece chemical splash suit; chemical-resistant hood and apron; disposable chemical-resistant coveralls);
- iii) long cotton underwear or long-sleeved shirt and pants;
- iv) gloves (outer), chemical-resistant;



- v) gloves (inner), chemical-resistant;
- vi) boots (outer), chemical-resistant, steel toe and shank;
- vii) boot covers (outer), chemical-resistant (disposable); and
- viii) hard hat (face shield).

Level D PPE which will be used on-Site consists of the following:

- i) coveralls;
- ii) gloves;
- iii) boots/shoes (leather or chemical-resistant) with steel toe and shank;
- iv) safety glasses;
- v) hard hat; and
- vi) boot covers if traversing in contaminated areas on Site.

Additional protective equipment usage guidelines to be implemented include:

- i) prescription eyeglasses in use on the Site will be safety glasses;
- ii) contact lenses will not be permitted;

- iii) all disposable or reusable nitrile, latex and/or cotton gloves worn on the Site will be changed, decontaminated or discarded at the end of each day;
- iv) during periods of respirator usage, respirator cartridges and filters will be changed daily, or upon breakthrough, whichever occurs first;
- v) on-Site personnel who have not passed a respirator fit test will not be permitted to enter or work in the EZ. Personnel will not be permitted to have beards, or long sideburns or mustaches as these interfere with a proper fit of the respirator;
- vi) all PPE worn on Site will be decontaminated or discarded at the end of each work day;
- vii) duct tape will be used to ensure that disposable coveralls and gloves are tightly secured when personnel are working within the EZ; and
- vii) no watches, rings or other accessories will be permitted during drilling and sampling activities.

## 9.0 **RESPIRATORY PROTECTION PROGRAM**

Prior to arriving at the Site, all on-Site personnel will have received training in the use of, and have been fit tested for, either half- or full-facepiece respirators. All on-Site personnel will be required to comply with their employer specific written respiratory protection program developed in accordance with OSHA 29 CFR 1910.134.

Respiratory protection will be required during all ground invasive activities in contaminated grids and below two feet in uncontaminated surficial grid areas. This is to ensure worker protection from potentially contaminated particulates.

A Photoionization Detector will be used in a survey mode to determine if organic vapors are present. A background reading will be established prior to commencing work activities at each monitoring well, sampling location or active work area.

Action levels to determine the level of respiratory protection necessary during nonground invasive activities are based on the concentration of unknown organic vapors measured within the breathing zone. The action levels and appropriate respiratory protection for these Site activities are as follows:

***Sustained Organic Vapor Reading  
Above Background within  
Breathing Zone***

***Action Taken***

0 - 1 ppm or background

half- or full-facepiece air  
purifying respirator available

1 - 5 ppm

wear half- or full-face air  
purifying respirator

5 - 50 ppm

wear supplied air respirator

>50 ppm

shut down activities,  
implement additional  
engineering controls

However, if the ambient concentrations of organic vapors are due to identifiable substances, the level of respiratory protection may be altered by the SSO.

Periodic air monitoring data may be obtained to correlate with total organic vapor readings from which the level of respiratory protection may be adjusted.

## 10.0 PERSONAL HYGIENE

The SSO will require that all personnel performing or supervising work within the EZ observe and adhere to the personal hygiene-related provisions of this section.

On-Site personnel found to be disregarding the personal hygiene-related provisions of this HSP will, at the discretion of the SSO, be barred from the Site.

Each employer will ensure that the following equipment/facilities are available for the personal hygiene of its on-Site personnel:

- i) suitable disposable outerwear, gloves, respiratory protection and footwear on a daily basis for the use of its on-Site personnel;
- ii) disposal containers for used disposable outerwear;
- iii) emergency eye wash and emergency shower facilities; and
- iv) potable water and a suitable sanitation facility.

The SSO also will enforce the following regulations for personnel actively participating in the remedial construction activities:

- i) on-Site personnel will wear appropriate PPE when in the EZ;

- ii) used disposable outerwear will not be reused if deemed to be unsuitable to provide the necessary protection, and when removed, will be placed inside disposal containers provided for that purpose;
- iii) smoking, eating and drinking will be prohibited within the EZ and the CRZ. These activities will be permitted only within a designated area of the SZ; and
- iv) on-Site personnel will thoroughly cleanse their hands, face, neck area and other exposed areas before smoking, eating, drinking or using toilets and before leaving the Site.

## 11.0 AIR MONITORING

During the progress of remedial construction activities, periodic monitoring of particulate levels and organic vapors will be taken by the SSO or his designee. Monitoring for particulates only will be required during those work activities which potentially may lead to contaminant excursions from the Site (i.e. ground invasive activities).

The following air monitoring instrumentation will be used for this purpose:

- i) a photoionization detector; and
- ii) a real time digital particulate monitor.

All monitoring equipment will be calibrated on a daily basis in accordance with the manufacturer's guidelines, and such calibrations will be recorded in the Site daily log book. Results of all daily air monitoring also will be recorded in the Site daily log book.

Air monitoring will be conducted in the breathing zone of workers in the EZ and at the downwind perimeter of the Site on an hourly basis or as deemed necessary by the SSO based on Site-specific conditions. Background measurements immediately upwind of the EZ will be taken before activities commence. Work activities generating particulate levels in excess of  $150 \mu\text{g}/\text{m}^3$  or organic vapor levels greater than 1 ppm above background at the downwind Site perimeter, will temporarily be halted until alternate work methods or engineering controls are in place to maintain

particulate levels below  $150 \mu\text{g}/\text{m}^3$  and organic vapor levels below 1 ppm above background at the downwind Site perimeter.

Respiratory action levels for organic vapors are discussed in Section 9.0.

Immediately upon identifying sustained elevated levels of organic vapors (greater than 5 parts per million) within the work zone, the air monitoring results will be reported to the SSO, and work activities will be shut down. The SSO or his designee will determine the cause of the sustained elevated levels of organic vapors, and alternate work methods or engineering controls will be implemented to rectify the release of elevated concentrations of organic vapors, or upgrade level of PPE as required.



## 12.0 COMMUNICATIONS

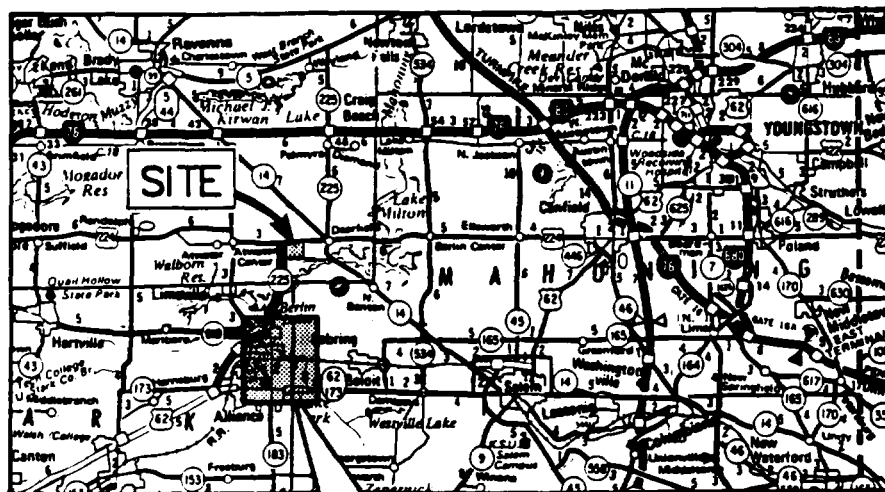
Emergency numbers including police, fire, ambulance, hospital and appropriate Regulatory Agencies are presented in Table 12.1 and will be prominently posted near the Site telephone(s).

A route map to the nearest emergency medical facility is presented in Figure 12.1 and will be posted in each vehicle. Prior to initiating Site activities, the emergency medical facility will be notified of Site activities to ensure preparedness to respond to any Site-related injuries. The name and address of the nearest emergency medical facility is as follows:

Alliance Community Hospital  
264 East Rice Street  
Alliance, Ohio

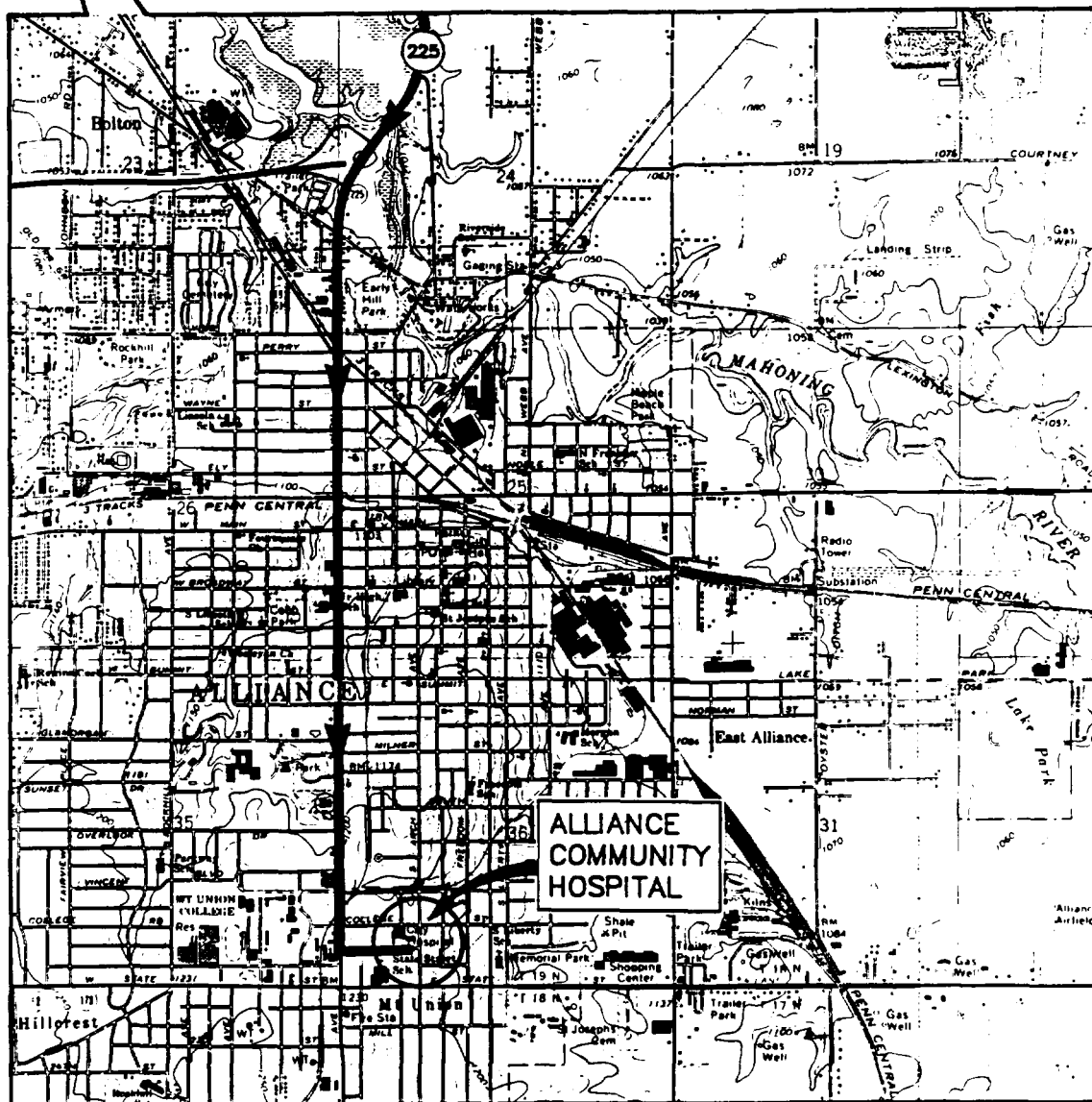
**TABLE 12.1**  
**EMERGENCY TELEPHONE NUMBERS**  
**SUMMIT NATIONAL SUPERFUND SITE**  
**DEERFIELD TOWNSHIP OF PORTAGE COUNTY, OHIO**

General Emergency (Portage County Sheriff's Dept.)	911 or (216) 678-7012
Ambulance	911 or (216) 584-2222
Hospital (Alliance Community Hospital)	(216) 821-1000
Ohio DOH (Akron)	(216) 379-1300
Ohio EPA (District)	(216) 425-9171
Ohio EPA Local Air Agency (Regional - Akron)	(216) 375-2480
Poison Control Center	(800) 962-1253
USEPA National Response Center	(800) 438-2427
State Police	(216) 297-1441
Portage County Health Department	(216) 296-9919



# LEGEND

— EMERGENCY HOSPITAL ROUTE



SOURCES: OHIO OFFICIAL TRANSPORTATION MAP, 1987  
AND USGS QUADRANGLE MAP; ALLIANCE, OHIO

figure 12.1

EMERGENCY HOSPITAL ROUTE  
SUMMIT NATIONAL SUPERFUND SITE  
*Deerfield Township of Portage County, Ohio*

CRA

### **13.0 EMERGENCY AND FIRST AID EQUIPMENT**

Emergency safety equipment will be available for use by Site personnel and will be located and maintained on Site. The safety equipment will include, but is not limited to, the following:

- i) portable emergency eye wash and shower;
- ii) two 20-pound ABC type dry chemical fire extinguishers;
- iii) approved first-aid kit for a minimum of 10 personnel;
- iv) fire blanket;
- v) two SCBA units;
- vi) portable air horn.

#### **14.0 EMERGENCY RESPONSE PLAN**

Prior to commencing work, the SSO will coordinate the development of an emergency response plan. The plan is intended to provide immediate response to a serious Site occurrence such as injury, explosion or fire.

In the event of injury to on-Site personnel, the following protocol will be followed:

- i) activate Site Alarm (three short blasts on air horn);
- ii) notify the SSO;
- iii) contact the designated hospital and describe the injury;
- iv) decontaminate personnel if possible, and administer appropriate first aid. If personnel cannot be decontaminated, alert hospital to possible problems of contamination; and
- v) transport personnel to the medical facility along a predefined route.

In the event of a significant release of toxic or hazardous vapors, the source of such vapors shall be immediately isolated, the material identified, and the SSO notified. If possible, the source of the vapors shall be controlled. All personnel shall utilize SCBA during such operations.

Continuous air monitoring of the work area and downwind Site perimeter

shall commence. Appropriate regulatory and emergency agencies will be notified of the situation. A list of the phone numbers for each agency is presented in Table 12.1 which will be prominently posted near each Site telephone.

## **15.0 EQUIPMENT AND PERSONNEL DECONTAMINATION**

During the initiation of the remedial construction activities, procedures will be implemented to reduce the amount of contact of both personnel and equipment with the waste constituents. These procedures include the following:

- i) proper work practices that would lead to minimal direct contact with potentially contaminated material (e.g. avoid contact in areas of obvious contamination, remote sampling and handling procedures, etc.);
- ii) use of disposable equipment and clothing as much as practicable; and
- iii) encase source of contaminants (e.g. with plastic sheeting or foam).

All vehicles and equipment leaving the EZ which came in contact with potentially contaminated material will be decontaminated on the vehicle/equipment decontamination pad, and as a minimum will include high pressure water wash of the affected areas of the vehicle/equipment.

Personnel decontamination will take place at the exit from the EZ and will, as a minimum, consist of a glove wash with detergent and removal of gloves, disposable suit and hard hat.

All personnel will remove their protective clothing and wash their hands, face, neck area and other exposed areas before entering the

on-Site lunch and break areas to eat, drink, smoke or use the toilet facilities,  
and before leaving the Site.



## **16.0 CONTAMINATION MIGRATION CONTROL**

All vehicles and equipment used within the EZ will be decontaminated on Site at the vehicle/equipment decontamination pad prior to leaving the Site. Decontamination, when required, will consist of the thorough cleaning, using a high pressure cleaner, of those parts of the equipment which come in contact with potentially contaminated material. The SSO will certify that each piece of equipment is clean or has been decontaminated prior to removal from Site.

Personnel engaged in vehicle decontamination will wear Level C personal protective equipment including respiratory protection and face shields.

All decontamination wash waters, decontamination solvents, purge water, well development water and water generated from dewatering the on-Site pond and excavations will be collected and treated in the on-Site groundwater treatment system.

## 17.0 CONFINED SPACE ENTRY PROCEDURE

A confined space provides the potential for unusually high concentrations of contaminants, explosive atmospheres, oxygen deficient atmospheres, limited visibility and restricted movement. This Section establishes requirements for safe entry into, continued work in, and safe exit from confined spaces. Additional information regarding confined space entry can be found in 29 CFR 1926.21, 29 CFR 1910 and NIOSH 80-106. At this Site, confined spaces may be encountered during excavation activities, if any tank or vessel needs to be entered for cleaning purposes, and for removing the refractory lining from the old incinerator.

### 17.1 DEFINITIONS

**Confined Space:** A space or work area not designed or intended for normal human occupancy, having limited means of egress and poor natural ventilation; and/or any structure, including buildings or rooms, which have limited means of egress.

**Confined Space Entry Permit (CSEP):** A document to be initiated by the supervisor of personnel who are to enter into or work in a confined space. The CSEP will be completed by the personnel involved in the entry and approved by the SSO before personnel will be permitted to enter the confined space. The CSEP shall be valid only for the performance of the work identified on the permit and for the location and time specified on the

permit. The beginning of a new shift with change of personnel will require the issuance of a new CSEP. A copy of a CSEP is provided in Attachment 3.

Confined Space Observer: An individual assigned to monitor the activities of personnel working within a confined space. The confined space observer monitors and provides external assistance to those inside the confined space. The confined space observer summons rescue personnel in the event of emergency and assists the rescue team.

## 17.2 GENERAL PROVISIONS

The following general provisions will apply to confined space entry:

- i) confined spaces should be identified with a posted sign which reads: Caution - Confined Space;
- ii) only personnel trained and knowledgeable of the requirements of these confined space entry procedures will be authorized to enter a confined space or be a confined space observer;
- iii) a CSEP must be issued prior to the performance of any work within a confined space. The CSEP will become a part of the permanent and official health and safety record for the response action at the Site;

- iv) natural ventilation shall be provided for the confined space prior to initial entry and for the duration of the CSEP. Positive/forced mechanical ventilation may be required. However, care should be taken to not spread contamination outside of the enclosed area;
- v) if flammable liquids are anticipated to be within the confined space, explosion proof equipment will be used. All equipment shall be positively grounded;
- vi) the contents of any confined space shall, where necessary and where possible, be removed prior to entry. All sources of ignition must be disconnected and/or removed prior to entry;
- vii) hand tools used in confined spaces shall be in good repair, explosion proof and spark proof, and selected according to intended use. Where possible, pneumatic power tools are to be used;
- viii) hand-held lights and other illumination utilized in confined spaces shall be equipped with guards to prevent contact with the bulb and must be explosion proof;
- ix) compressed gas cylinders, except cylinders used for self-contained breathing apparatus, shall not be taken into confined spaces. Gas hoses shall be removed from the space and the supply turned off at the cylinder valve when personnel exit from the confined space;

- x) if a confined space requires respiratory equipment or where rescue may be difficult, safety belts, body harnesses, extraction equipment and lifelines will be used. The outside observer shall be provided with the same equipment as those working within the confined space;
- xi) a ladder or extraction device is required in all confined spaces deeper than the employee's shoulders. The ladder shall be secured and not removed until all employees have exited the confined space;
- xii) only SCBA or NIOSH approved airline respirators equipped with a 5-minute emergency air supply (egress bottle) shall be used in untested confined spaces or in any confined space with conditions determined immediately dangerous to life and health;
- xiii) where air-moving equipment is used to provide ventilation, chemicals shall be removed from the vicinity to prevent their introduction into the confined space;
- xiv) vehicles shall not be left running near confined space work or near air-moving equipment being used for confined space ventilation;
- xv) smoking in confined spaces will be prohibited at all times; and
- xvi) any deviation from these confined space entry procedures requires the prior permission of the SSO.

### 17.3 PROCEDURE FOR CONFINED SPACE ENTRY

The SSO and confined space entry personnel shall adhere to the following confined space entry procedures:

- i) evaluate the job to be done and identify the potential hazards before a job in a confined space is scheduled;
- ii) ensure that all process piping, mechanical and electrical equipment, etc., have been disconnected, purged, blanked-off or locked and tagged as necessary;
- iii) if possible, ensure removal of any standing fluids that may produce toxic or air displacing gases, vapors or dust;
- iv) initiate a CSEP in concurrence with the Engineer or designated alternative;
- v) ensure that any hot work (welding, burning, open flames or spark producing operation) that is to be performed in the confined space has been approved by the Engineer and is indicated on the CSEP;
- vi) ensure that the confined space is ventilated before starting work in the confined space and for the duration of the time that the work is to be performed in the confined space;

- vii) ensure that the personnel who enter the confined space and the confined space observer helper are familiar with the contents and requirements of this instruction and the CSEP;
- viii) ensure remote atmospheric testing of the confined space prior to and during employee entry and before validation/revalidation of a CSEP to ensure the following requirements:
  - a) oxygen content between 19.5 percent - 23.0 percent,
  - b) no concentration of combustible gas in the space. Sampling will be done throughout the confined space and specifically at the lowest point in the space,
  - c) the absence of other atmospheric contaminants if the space has previously contained toxic, corrosive or irritant material, and
  - d) if remote testing is not possible, Level B PPE is required for confined space entry;
- ix) designate whether hot or cold work will be allowed. If all tests are satisfactory, complete the CSEP listing any safety precautions, protective equipment or other requirements; and
- x) ensure that a copy of the CSEP is posted at the work Site, a copy is filed with the work supervisor and a copy is furnished to the Engineer.

The CSEP shall be considered void if work in the confined space does not start within one hour after the tests in Item viii) above are performed or if significant changes within the confined space atmosphere or job scope occurs.

- v) in the event of an emergency, the confined space observer must not enter the confined space prior to contacting and receiving assistance from a helper. Prior to this time, he should attempt to remove personnel with the lifeline and to perform all other rescue functions from outside the space; and
- vi) a helper shall be designated to provide assistance to the confined space observer in case the observer must enter the confined space to retrieve personnel.



## **18.0 HEAT STRESS**

The combination of warm ambient temperature and protective clothing increases the potential for heat stress. In particular, heat stress can be evident as:

- i) heat rash;
- ii) heat cramps;
- iii) heat exhaustion; and/or
- iv) heat stroke.

These hazards will be discussed during daily safety meetings before commencement of work activities, when relevant. Personnel must increase consumption of water and electrolyte-containing beverages, such as Gatorade, during warm and hot weather conditions.

At a minimum, workers will break approximately every two hours for 10- to 15-minute rest periods. In addition, workers will be encouraged to take rests whenever they feel any adverse effects that may be heat related. The frequency of breaks may need to be increased upon worker recommendation to the SSO.

A work/rest schedule will be calculated based on heat stress monitoring results. Monitoring will consist of taking the radial pulse of a worker for 30 seconds immediately after exiting the work area. The frequency of monitoring the radial pulse will be as follows:

<u>Ambient Temp.</u>	<u>Modified Level D PPE</u>	<u>Level C PPE/Level B</u>
90°F or above	After 45 min. of work	After 15 min. of work
87.5°F - 90°F	After 60 min. of work	After 30 min. of work
82.5°F - 87.5°F	After 90 min. of work	After 60 min. of work
77.5°F - 82.5°F	After 120 min. of work	After 90 min. of work
72.5°F - 77.5°F	After 150 min. of work	After 120 min. of work

If the heart rate exceeds 110 beats per minute at the beginning of the rest period, the next work cycle will be shortened by 1/2 and the rest period will be kept the same. If the heart rate still exceeds 110 beats per minute at the next rest period, the following rest period will be increased by 1/3. The initial rest period will be at least five minutes.

Monitoring for heat stress will begin when the ambient temperature reaches or exceeds 70°F when wearing Level C or Level B PPE, or 80°F when wearing Level D PPE and humidity levels are above 50 percent.

## 19.0 COLD STRESS

With outdoor work in the winter months, the potential exists for hypothermia and frostbite.

Protective clothing greatly reduces the possibility of hypothermia in workers. However, personnel will be instructed to wear warm clothing and to stop work to obtain more clothing if they become too cold. Employees must also change into dry clothes if their clothing becomes wet from perspiration or from exposure to precipitation.

In cold weather, the potential for frostbite exists, especially in body extremities. Personnel must pay particular attention to hands, feet and any exposed skin when dressing. Personnel will be advised to obtain more clothing if they begin to experience loss of sensation due to cold exposure.

Employees will be encouraged to seek heated shelter at regular intervals, depending upon the severity of ambient temperatures. Symptoms of cold stress, including heavy shivering, excessive fatigue, drowsiness, irritability or euphoria will necessitate immediate return to the heated shelter.

**ATTACHMENT 1**

**TRAINING ACKNOWLEDGEMENT FORM**

**SUMMIT NATIONAL SUPERFUND SITE  
DEERFIELD TOWNSHIP OF PORTAGE COUNTY, OHIO**

## **TRAINING ACKNOWLEDGEMENT FORM**

**Please Print**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

JOB SITE: SUMMIT NATIONAL SUPERFUND SITE

I have attended and understood the mandatory Site specific initiation session for the above referenced job Site. This program referenced the following topics:

- i) known potential hazards on Site;
- ii) level of personal protection equipment required;
- iii) emergency procedures for the Site; and
- iv) the basics of the Site-specific Health and Safety Plan.

I further confirm that I have the required 40 hours of training to comply with 29 CFR 1910.120, have a respirator for which I have been fit tested and have been thoroughly trained on the standard operating procedures of equipment I will be operating or procedures (i.e., confined space) which I will be participating in.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**ATTACHMENT 2**

**FIGURES 2 TO 6 OF APPENDIX A  
OF THE STATEMENT OF WORK**

**SUMMIT NATIONAL SUPERFUND SITE  
DEERFIELD TOWNSHIP OF PORTAGE COUNTY, OHIO**

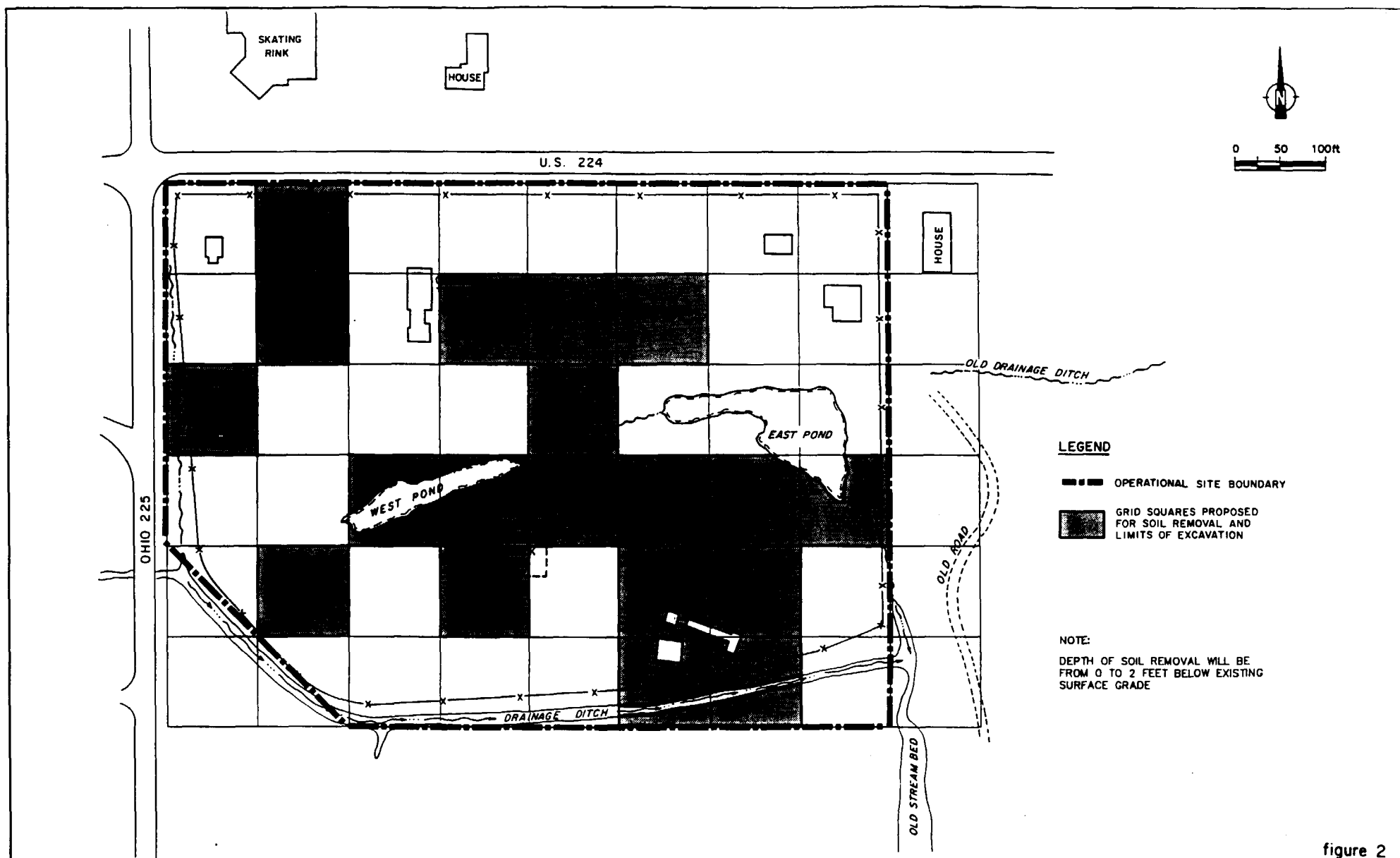
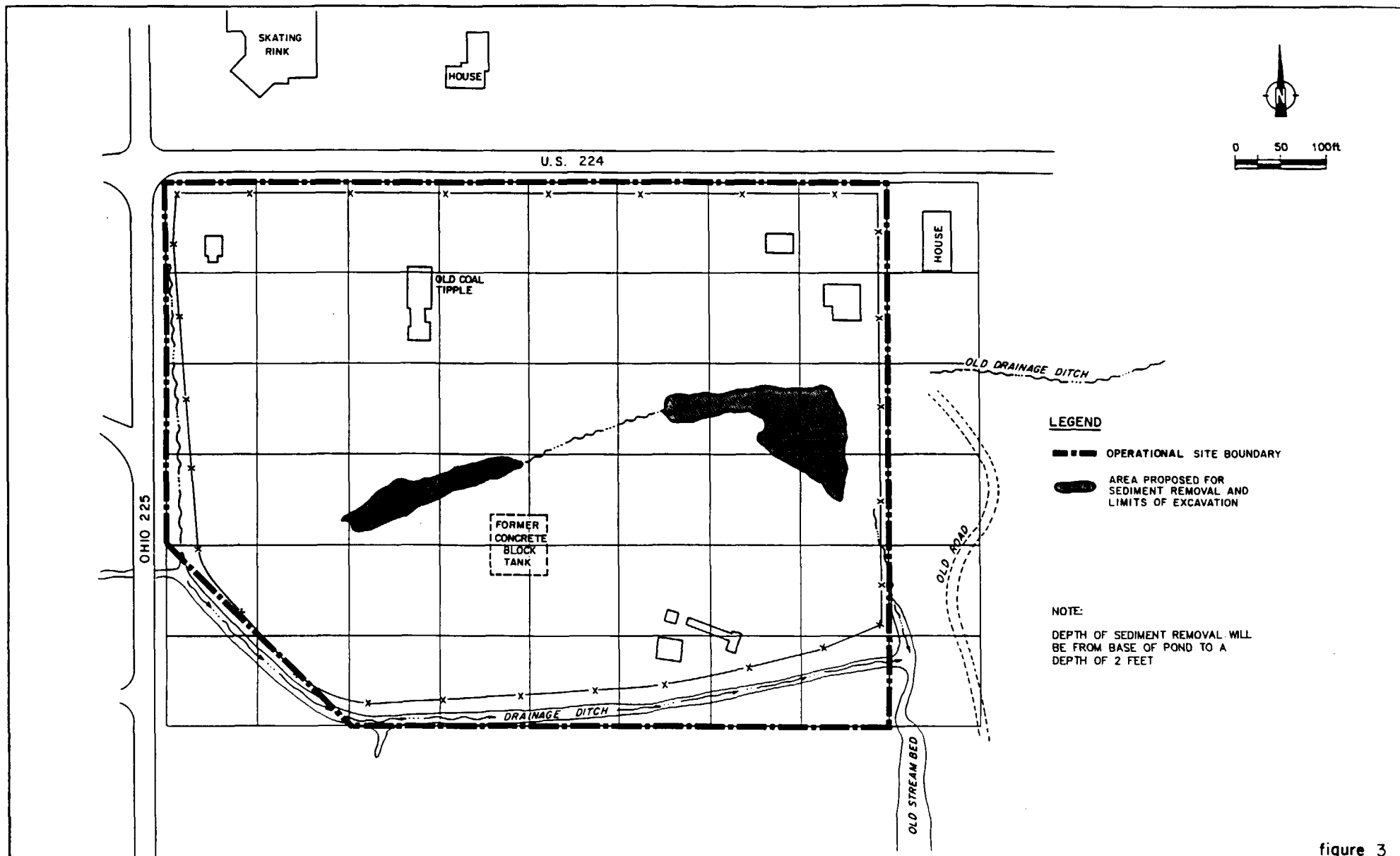


figure 2  
PROPOSED ON-SITE SURFICIAL SOIL REMOVAL  
Summit National Site





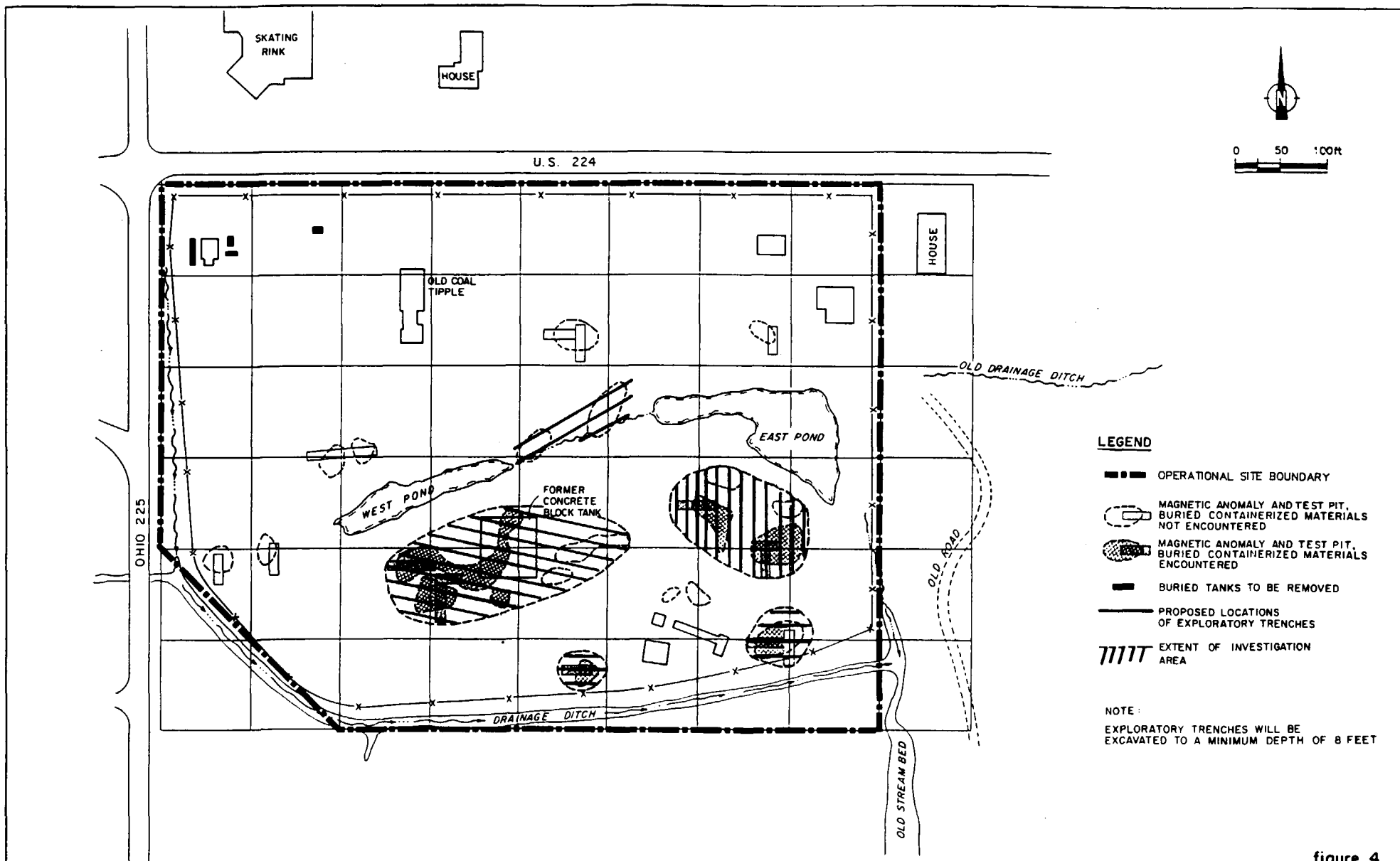
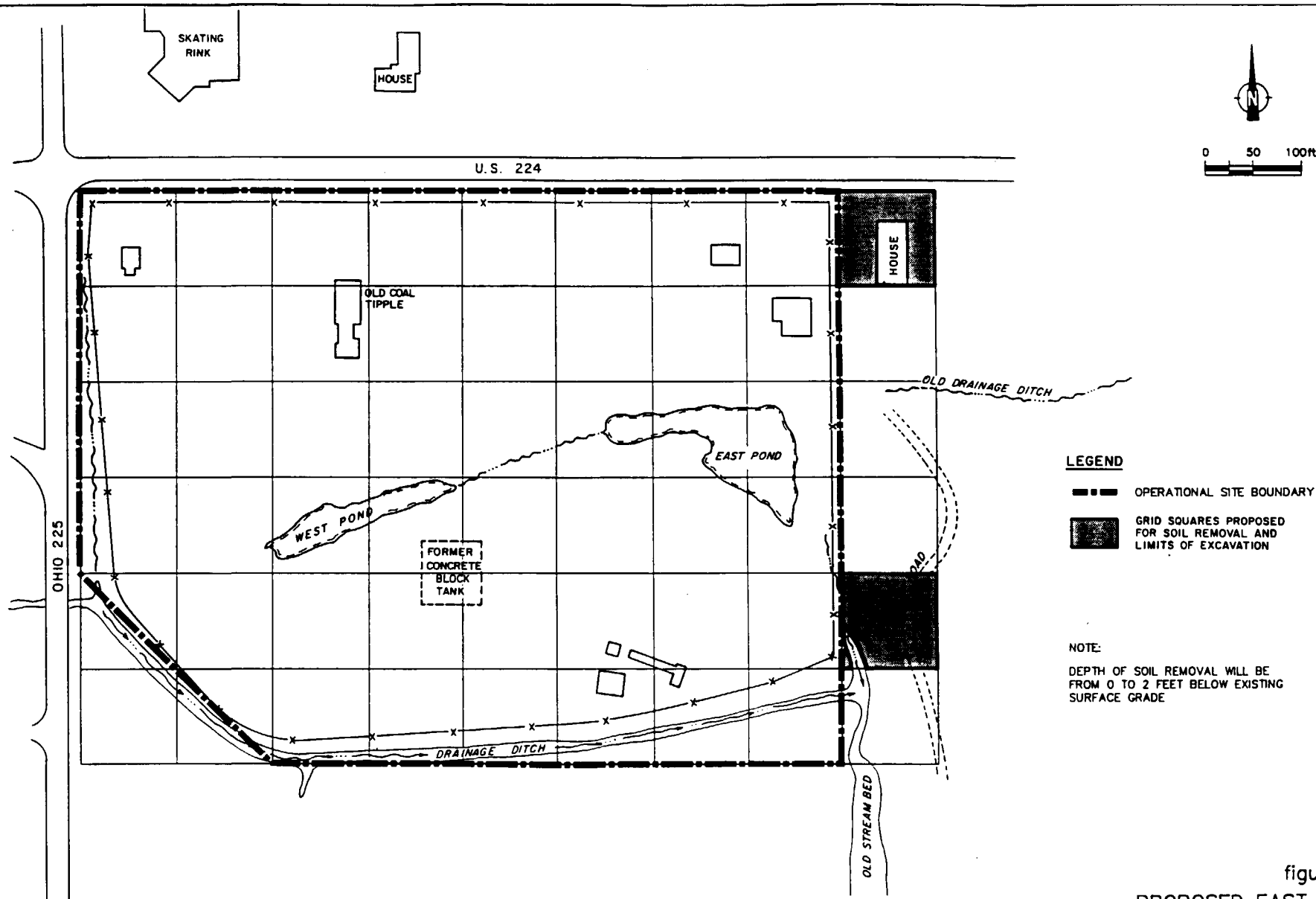
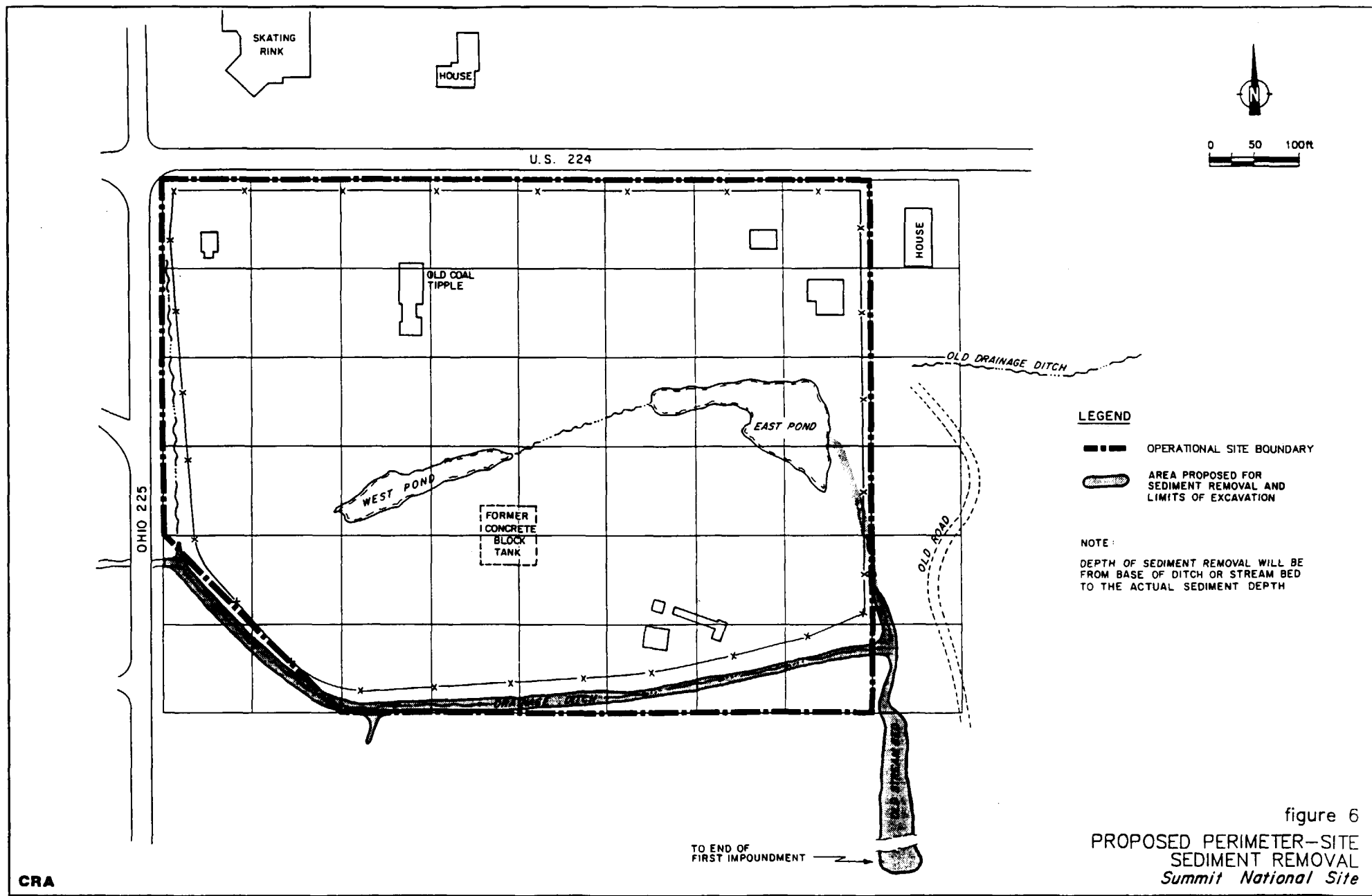


figure 4  
MAGNETIC ANOMALIES  
Summit National Site





**ATTACHMENT 3**

**CONFINED SPACE ENTRY PERMIT**

**SUMMIT NATIONAL SUPERFUND SITE  
DEERFIELD TOWNSHIP OF PORTAGE COUNTY, OHIO**

## CRA CONFINED SPACE ENTRY PERMIT

SITE NAME/LOCATION/REF. NO.:

Summit National Superfund Site

Deerfield Township of Portage County, Ohio

Reference No. 2372

WORK ACTIVITY:

Duration: \_\_\_\_\_ Issue Date: \_\_\_\_\_ Time: \_\_\_\_\_ Filled Out by: \_\_\_\_\_

POTENTIAL HAZARDS:  
(System Generated)

(Work Generated)

## CRA CONFINED SPACE ENTRY PERMIT

AIR MONITORING: PRE-ENTRY \_\_\_\_\_ PERIODIC \_\_\_\_\_ CONTINUOUS \_\_\_\_\_

DATE/TIME	BY (INIT)	%O <sub>2</sub>	ppm CO	% LEL	OTHER TEST TYPE	RESULT
-----------	--------------	-----------------	-----------	----------	--------------------	--------


### ISOLATION:

Purging Required: YES ^ NO ^ PURGING CONFIRMED:

Safety Tags Required: YES ^ NO ^

VENTILATION REQUIRED: YES ^ NO ^

CONTINUOUS \_\_\_\_\_ OTHER \_\_\_\_\_

### EMERGENCY RESCUE EQUIPMENT REQUIRED:

Communications Device	Winch/Hoist
First Aid Kit	Harness with Lifeline (type)
Stretcher/Backboard	PPE (type)
Fire Extinguisher	Lighting (type)
SCBA	
Other	

## CRA CONFINED SPACE ENTRY PERMIT

### PERSONAL PROTECTIVE EQUIPMENT REQUIRED:

_____ Hardhat	_____ Respiratory Protection
_____ Safety Glasses	_____ (type)
_____ Face Shield	_____ Coveralls
_____ Ear Plugs/Muff	_____ Chemical Suits
_____ Emergency Escape Pack	_____ Rain Suits
_____ Lanyards	_____ Lifelines
_____ Gloves (type)	
_____ Harnesses (type)	
_____ Other	

### ADDITIONAL WORK INSTRUCTIONS:

EMERGENCY CONTACT PHONE NO. \_\_\_\_\_

### PERSONS ENTERING CONFINED SPACE (PRINT NAME)

STANDBY PERSON REQUIRED: YES: \_\_\_\_\_ NO: \_\_\_\_\_ (PRINT NAMES)

## CRA CONFINED SPACE ENTRY PERMIT

I have reviewed and met the requirements of this permit and expect that this work shall be done safely. Entrants have been instructed on the proper confined space entry procedures, requirements and conditions.

ENTRY AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

:  
:

---

All work under this permit has been completed and all materials and entrants have been withdrawn from the confined space.

---

Attendant or Entrant

---

Date